



ARB-571-2023

-1-

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

282

ARB-571-2023

Date of Decision: 04.09.2024

M/s EMM EMM Fuels

...Applicant

Versus

HDFC Bank Limited and another

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Amit Jain, Senior Advocate with
Mr. Parit Aggarwal, Advocate for the applicant

Mr. A.P.S. Sehgal, Advocate for the respondents

JAGMOHAN BANSAL, J. (Oral)

1. Through instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short '**1996 Act**'), the applicant is seeking appointment of an Arbitrator.

2. The parties entered into agreement dated 10.03.2015 (Annexure P-2). There is an arbitration clause in the aforesaid agreement. The execution of agreement, arbitration clause in the agreement and service of notice under Section 21 of 1996 Act is not disputed.

3. Learned counsel for the respondents submits that claim of the applicant seems to be time barred and it may be permitted to raise this question before the Arbitrator, if any, appointed by this Court. He further claims that as per agreement, the venue of Arbitral Tribunal is Mumbai.



ARB-571-2023

-2-

4. Mr. Amit Jain, Senior Advocate, submits that contract was signed and executed at Jalandhar. The applicant filed Civil Suit at Gurdaspur. As per Schedule annexed to the Agreement, Mumbai as well as Jalandhar Courts have jurisdiction. The respondent is having its branches across the State of Punjab.

5. In view of judgment dated 06.08.2024 passed by this Court in *M/s I Care Consultancy v. L&T Finance Limited and others, ARB No.57 of 2023*, the objection of the respondent qua territorial jurisdiction is not sustainable, however, he is at liberty to raise the question of limitation before the Arbitrator.

6. Conditions to invoke power conferred by Section 11(6) of 1996 Act stand satisfied, thus, I hereby appoint a sole Arbitrator to adjudicate the dispute between the parties.

7. Mr. Jasvir Singh Kang, Additional District and Sessions Judge (Retd.), residing at House No.72, Street No.4, Guru Gobind Singh Nagar, Near Prithvi Planet, Jalandhar- 144003, Mobile No.9815402125, 8558830018 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

8. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the Arbitrator at his convenience.

9. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.
10. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.
11. Needless to mention, parties would be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.
12. A request letter along with copy of this order be sent to Mr. Jasvir Singh Kang.

(JAGMOHAN BANSAL)

JUDGE

04.09.2024

Mohit Kumar

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No