



CWP-6372-2023

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

(227)

CWP-6372-2023

Date of decision:- 24.07.2025

Sukhwinder Singh

... Petitioner

Versus

State of Punjab and others

... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. S.S.Swaich, Advocate,
Ms. Ishani Goyal, Advocate and
Mr. Deepak K. Bishnoi, Advocate for the petitioner.

Dr. Dharminder S. Lamba, Additional Advocate General, Punjab

SUVIR SEHGAL, J. (ORAL)

1. By way of instant writ petition, petitioner has approached this Court for directing the respondents to release an amount of Rs.66,34,678/-, along with interest @ 18% per annum, from the date the amount fell due till actual payment. Another prayer has been made for issuance of a writ in the nature of *certiorari* for quashing letter No.2169 dated 24.02.2022, Annexure P-9, whereby respondent No.5 has refused to make the payment of the outstanding amount.

2. Upon notice, writ petition has been contested by the respondents by filing a reply, wherein it has been submitted that the entire payment for construction work amounting to Rs.57,77,345/-, except for an amount of Rs.2,96,714/-, was paid to the petitioner as per Annexure R-2. A stand has

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been taken that even the balance amount, towards the full and final payment, has been made vide cheque dated 12.01.2022, but petitioner refused to accept the same. Petition has been opposed by stating that under Clause 25, Annexure R-1, of the work contract, there is a provision for resolution of disputes through the medium of arbitration and instant writ petition is not maintainable.

3. At this stage, counsel for the petitioner states that in order to cut-short the litigation, an Arbitrator may be appointed by this Court to determine the dispute between the parties.

4. Upon instructions received from Mr. Sushil Kumar, SDO, Jalandhar, State counsel submits that respondents do not have any objection, in case, the matter be referred to arbitration.

5. In view of the above development, writ petition is disposed of.

6. Sh. Suresh Kumar Monga, former member (Judicial), CAT, House No.1033, Sector 12-A, Panchkula-134112, Mobile No. 9814106356, is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject to declaration to be made by him under Section 12 of the Arbitration and Conciliation Act, 1996 (for short “the Act”) with regard to his independence and impartiality to adjudicate the dispute.

7. Parties are directed to appear before the Arbitrator on 12.08.2025, at 11:00 A.M., at the address mentioned above or at any other place, time or day fixed by the learned Arbitrator.

8. Fee shall be paid to the Arbitrator in accordance with the Fourth Schedule of the Act, as amended.

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9. Learned Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.
10. Parties will be at liberty to raise all the claims, counter claims, defences, pleas etc. before the Arbitrator.
11. Needless to mention that all the questions arising between them in this matter will remain open for determination in the arbitral proceedings and any observation made hereinabove will not be binding on the learned Arbitrator.
12. A copy of this order be sent to the nominated Arbitrator.

(SUVIR SEHGAL)
JUDGE

24.07.2025

Kamal

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No