



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

115

ARB-518-2024 (O & M)
Date of Decision: 18.02.2025

M/s. M.R. Bansal

.....Applicant(s)

Versus

Union of India and others

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Mr. Umang Bansal, Advocate,
for the applicant.

Mr. Vijay Pal, Sr. Panel Counsel,
for Union of India.

JAGMOHAN BANSAL, J. (Oral)

1. Through instant application under Section 11(6)(c) 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 18.04.2012 (Annexure P-1). A dispute erupted between the parties. There is an arbitration clause in the aforesaid agreement. The execution of agreement, arbitration clause therein and service of notice invoking arbitration clause is not disputed.

3. Mr. Vijay Pal submits that it is second round of litigation. On the earlier occasion, the applicant approached this Court by way of ARB-25-2019, which was withdrawn with liberty to pursue the matter with respondents. There was no liberty to file afresh. Thus, instant application is not maintainable.

4. From the perusal of record, it is evident that applicant after



withdrawal of its arbitration application approached Authorities and respondent vide order dated 04.11.2023 rejected its claim in *toto*. The applicant through instant application again approached this Court and in the meantime vide communication dated 27.02.2024, the respondent agreed for appointment of Arbitrator subject to waiver of right of applicant in terms of Section 12(5) of the 1996 Act. From these communications, it is evident that respondent is not averse to appoint arbitrator, however, wants to make appointment as per its choice. In view of judgment of Hon'ble Supreme Court in ***Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV) A Joint Venture Co., 2024 SCC OnLine SC 3219***, there cannot be unilateral appointment. Such appointment is bad in the eye of law. The appointment in such circumstances needs to be made by High Court or Supreme Court. In these circumstances, power in terms of Section 11(6) of the 1996 Act needs to be exercised.

5. 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.

6. Mr. P.K. Goyal, Chief Engineer, R/o Flat No.303, GH-104E, Sector 20, Panchkula, M. No.9316625222, gkp2581@gmail.com 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.

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



Schedule of the 1996 Act, as amended.

9. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the 1996 Act.
10. 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.
11. A request letter along with copy of this order be sent to Mr. P.K. Goyal.
12. Pending application(s), if any, shall stand disposed of.

18.02.2025
shivani

(JAGMOHAN BANSAL)
JUDGE

Whether reasoned/speaking	Yes
Whether reportable	No