

ARB-166-2023

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

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ARB-166-2023

Date of Decision: 21.07.2025

Wg. Cdr. Retd. Satish Kumar Sharma

...Applicant

Versus

M/s Bharat Petroleum Corporation and others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Gopal Sharma, Advocate for the applicant

Mr. Aashish Kapoor, Advocate and

Mr. M.S. Rana, Advocate for the respondents

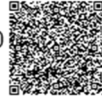
JAGMOHAN BANSAL, J. (Oral)

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 arbitration agreement dated 15.05.2018 (Annexure A-1). A dispute erupted between the parties. The applicant served notice upon the respondent seeking resolution of dispute through Arbitral Tribunal but to no avail.

3. Learned counsel for the respondent submits that as per clause 48 of the Agreement, it is the respondent who can invoke arbitration clause in terms of 1996 Act. The applicant has no right to invoke said clause.

4. The contention of the respondent is misconceived. For the ready reference, Clause 48 of the arbitration agreement is reproduced as below: -



“48. Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off of the Company against the SERVICE PROVIDER or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be dealt with under the provisions of arbitrator and conciliation (Amendment) Act 2015, as amended from time to time.”

5. From the reading of aforesaid clause, it is quite evident that both the parties are at liberty to invoke arbitration clause and the matter needs to be settled in terms of 1996 Act (as amended).

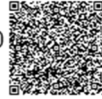
6. Conditions to invoke power conferred by Section 11(6) of 1996 Act stand satisfied, thus, I hereby appoint a Sole Arbitrator to adjudicate the dispute between the parties.

7. Mr. Raj Kumar, District & Sessions Judge (Retd.), residing at S-18/1A, DLF Phase-3, Gurugram, Haryana, Mobile Nos.9996746664 & 7290917383 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. The parties at the first instance will appear before the Arbitrator on 05.08.2025 at 10:00 AM and thereafter, as directed by learned Arbitrator.

9. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the 1996 Act, as amended.

10. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the 1996 Act.

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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. Raj Kumar.

(JAGMOHAN BANSAL)
JUDGE

21.07.2025*Mohit Kumar*

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