

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

ARB-81-2014

Date of decision:-23.01.2015

Narender Singh

...Petitioner

Versus

Haryana Urban Development Authority and others

...Respondents

CORAM: HON'BLE MR. JUSTICE S.J. VAZIFDAR, ACTING CHIEF JUSTICE

Present: Mr. Pritam Saini, Advocate,
for the petitioner.

Mr. Raman B. Garg, Advocate,
for the respondents.

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S.J. VAZIFDAR, A.C.J. (ORAL)

This is an application under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an arbitrator under clause 25-A of the agreement entered into between the parties. The only objection is that the petitioner has not followed the procedure under clause 25-A which relates to arbitration. The contention is that under clause 25-A, the petitioner ought in the first instance to have approached the Executive Engineer in charge for settlement of the matter and in the event of the petitioner not being satisfied with his answer or in the event of no answer being received for a period of 60 days, the petitioner was entitled to request the Engineer-in-Chief of the Haryana Urban Development Authority to refer the matter to arbitration. The petitioner set out in detail various grievances and raised several claims. It is true that the letter dated 12.09.2013 also calls upon the Executive Engineer to refer the disputes to arbitration. However, the letter must be read as a whole. The petitioner has also requested the Executive Engineer to settle the claims. In fact in paragraph 14 after setting out the disputes the petitioner

called upon the Executive Engineer to take legal notice to settle the claims mentioned therein. He also called upon the Executive Engineer to appoint an arbitrator within 30 days. The latter demand was not sustainable in the said letter. The fact remains, however, that the petitioner requested that the disputes be settled.

2. No reply to the above letter was received for a period of 60 days. In exercise of powers under Section 25-A, the petitioner, therefore, addressed a letter to the Chief Engineer dated 09.04.2014 calling upon him to appoint an arbitrator. It is pertinent to note that in paragraph 1, the petitioner stated that he had earlier requested a settlement of the disputes.

3. In these circumstances, the contention that the disputes cannot be referred to arbitration is rejected. Clause 25-A expressly states that the decision of the Executive Engineer would in certain circumstances become final, but subject to the arbitration as provided therein.

4. The petition is disposed of by referring the disputes and differences between the parties to the sole arbitration of the present serving Superintending Engineer of the Haryana Urban Development Authority to be nominated by designation by the Engineer-in-Chief/Chief Engineer of the Haryana Urban Development Authority. The same shall be done latest by 15.02.2015.

5. No order as to costs.

(S.J. VAZIFDAR)
ACTING CHIEF JUSTICE

23.01.2015

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