

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

**ARB No.121 of 2014 (O&M)
Date of decision: 29.08.2014**

M/s Sarvram Infrastructure India Pvt. Ltd. ... Petitioner

Versus

M/s RMS Estate Pvt. Ltd. and others ... Respondents.

**CORAM: HON'BLE MR.JUSTICE ASHUTOSH MOHUNTA
ACTING CHIEF JUSTICE**

Present: Mr.Nitin Thatai, Advocate
for the petitioner.

Mr. Sajal Koser, Advocate
for respondents No.1 to 3.

ASHUTOSH MOHUNTA, ACJ (Oral)

The petitioner has prayed for appointment of an Arbitrator in terms of Clause 6(b) of the Development Agreement dated 23.05.2012 entered into between the petitioner and respondent No.1.

Learned counsel appearing for respondents No.1 to 3 states that since some of the averments made by the petitioner are required to be controverted, therefore, he needs to file reply.

Since there is an arbitration agreement to the effect that in case of breach of condition of agreement, the matter shall be referred to the Arbitrator, I am of the considered opinion that an Arbitrator is required to be appointed to adjudicate upon the disputes between the parties.

The averments made by the petitioner in this arbitration case may be controverted by the respondents before the Arbitrator. It is made clear that the mere fact that certain allegations have been

raised in this petition would not mean that the respondents have admitted those allegations. There is provision of a Arbitral Tribunal as per agreement. Counsel for both the parties agree ad-idem that the dispute(s) be referred to single Arbitrator. The prayer made is acceded to.

In view of the above, I appoint Justice, V.K.Gupta, Former Chief Justice of Himachal Pradesh as an Arbitrator to adjudicate upon the dispute between the parties. The fee of the Arbitrator shall be fixed as per Rules of the Delhi Arbitration Centre.

**(ASHUTOSH MOHUNTA)
ACTING CHIEF JUSTICE**

29.08.2014

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