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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Arbitration Case No.99 of 2020 (O&M)
Date of decision: 16.12.2020

Sumit Bikram Bedi

..... Applicant

V/s.

Tapan Mudgil

..... Respondent

CORAM: - HON'BLE MR. JUSTICE SANJAY KUMAR

Present: Mr. Kartar Singh, Advocate, for the applicant.

Mr. Amit Aggarwal, Advocate and
Mr. Arvind Singh, Advocate, for the respondent.

Sanjay Kumar, J. (Oral)

By way of this application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short, 'the Act of 1996'), the applicant seeks appointment of an Arbitrator to resolve his disputes with the respondent arising under the Partnership Deed dated 29.03.2018.

Perusal of the said partnership deed demonstrates that Clause 19 thereof contemplated that the parties thereto should refer any disputes or differences arising between them to arbitration under the Act of 1996 and subject to the provisions thereof, the Award of the Arbitrator would be final and binding upon them.

The applicant addressed Arbitration Notice dated 22.01.2020, through his counsel, to the respondent seeking to initiate arbitration proceedings under the aforestated clause and nominated an Arbitrator of his choice. However, by reply dated 24.02.2020 the respondent disputed the applicant's claim on merits and suggested an Arbitrator of his own choice.

In terms of Section 11(2) of the Act of 1996, the parties are free to agree on a procedure for appointing the Arbitrator(s). Section 11(6) provides for intervention by the Chief Justice or any person or institution designated by him in the matter of appointment of an Arbitrator in a case covered by Section 11(2), where a party fails to act as required under that procedure or the parties, or the two appointed Arbitrators fail to reach an agreement expected of them under that procedure, or a person fails to perform any function entrusted to him under that procedure.

The aforestated facts manifest that the parties are unable to agree on the choice of an Arbitrator to undertake the arbitration.

In that view of the matter, as this Court finds that there is an arbitration agreement and notice was given thereunder for initiation of arbitration proceedings, the application is ordered and Mr. R.S. Baswana, learned District & Sessions Judge (Retired), residing at #437, Sector 21-C, Faridabad, is pointed as the Sole Arbitrator to undertake arbitration proceedings under Clause 19 of the Partnership Deed dated 29.03.2018 in relation to the disputes and claims arising therefrom. The learned Arbitrator shall be entitled to fees as per the rates specified in the Fourth Schedule to

the Act of 1996, inserted by Act 3 of 2016 with effect from 23.10.2015,
which shall be borne by both parties in equal measure.

No order as to costs.

16.12.2020

rakesh

(SANJAY KUMAR)

JUDGE

whether speaking

:

Yes/no

whether reportable

:

Yes/no