



ARB-106-2023 (O&M)

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

(261)

ARB-106-2023 (O&M)
Date of decision:- 10.07.2024

Satish Kumar Gupta Infra Private Limited

... Petitioner

Versus

State of Haryana and others

.. Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. Ankit Midha, Advocate for the petitioner.

Mr. Sharad Aggarwal, DAG, Haryana for respondent No.1.

Mr. Harmanjot Singh Gill, Advocate with
Mr. Neelesh Bhandari, Advocate for the respondents No.2 to 4.

SUVIR SEHGAL, J. (ORAL)**CM-4195-CII-2023**

1. Exemption, as prayed for, is granted.
2. Application is allowed.

Main case

1. By way of instant petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short "the Act"), petitioner has approached this Court for appointment of an Arbitrator.
2. Counsel for the petitioner submits that the petitioner was awarded a contract for construction of New Sports Complex, Sector-31, Faridabad vide acceptance letter dated 28.01.2019, Annexure P-1 and an agreement,



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Annexure P-2, was entered into between the parties. He submits that Clause 25 (A) of the agreement provides for the provision of an appointment of an Arbitrator, in case of dispute between the parties. Counsel submits that the work was duly completed on 31.12.2021 and the Sports Complex was inaugurated by the Chief Minister on 27.03.2022. He submits that some dispute arose between the parties over the payment and in terms of the Arbitration Clause, petitioner approached the Executive Engineer by letter dated 08.07.2022, Annexure P-3, but nothing was heard from the official concerned. Counsel submits that a notice dated 04.11.2022, Annexure P-4, which was followed by notice, Annexure P-5, was served upon the respondents No. 2 to 4 invoking the Arbitration Clause to which there is no response.

3. Upon notice by this Court, written statement has been filed by respondent No.4, which is taken on record. Counsel for the respondents No. 2 to 4 submits that the entire payment due to the petitioner has been paid and his final bill has been settled. It is his case that no dispute qua these payments subsists.

4. Countering his submission, counsel for the petitioner submits that the scope of the work was increased and the petitioner has other claims also, which have not been settled by the respondents.

5. I have heard counsel for the parties and considered their respective submissions.

6. The parties are ad-idem that they had entered into an agreement, which contains an Arbitration Clause. The respondents have not contested



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the service of notice, Annexure P-4, whereby the petitioner has invoked the Arbitration Clause. As to whether the complete payment has been made to the petitioner and whether any claim subsists is a matter, is to be determined by the Arbitrator. Accordingly, this Court accedes to the prayer made in the petition.

7. Resultantly, petition is allowed. Mr. Justice (Retd.) Tejinder Singh Dhindsa, a former Judge of this Court, resident of House No. 123, Sector 8, Chandigarh, Mobile Nos. 7837049208 and 9815308888, is requested to act as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory provisions.

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

9. Liberty is granted to the parties to raise all claims, counter claims, defences, pleas etc. before the Arbitrator.

10. Needless to mention that all the questions arising between the parties in this matter shall remain open for determination in the arbitral proceedings and any observation made hereinabove will not be binding on the learned Arbitrator.

11. A request letter alongwith a copy of the order be sent to Mr. Justice (Retd.) Tejinder Singh Dhindsa.

10.07.2024

Kamal

(SUVIR SEHGAL)

JUDGE

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No