

218 IN THE HIGH COURT OF PUNJAB AND HARYANA
CHANDIGARH

ARB-275-2020

Date of Decision: 01.09.2023

MANISH BUILDWELL

...Petitioner

V/S

HARYANA STATE INDUSTRIAL & DEVELOPMENT
CORPORATION, SONEPAT HARYANA

...Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present: Mr. Aman Bansal, Advocate
for the petitioner.

Mr. Deepak Balyan, Advocate
for the respondent.

GURVINDER SINGH GILL J. (Oral)

1. The instant petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator.

2. The petitioner as well as respondent No. 1 had entered into a contract, as per which the petitioner was to undertake construction of Standard Design Factories in Mega Food Park at Industrial Estate Barhi (PH-III), District Sonapat. The said construction was to be completed within a period of 6 months. A dispute having arisen, the petitioner sent a notice dated 18.05.2020, which is part of Annexure 'C', wherein it is mentioned that the Senior Manager (IA) had undertaken certain proceedings to resolve the dispute amicably but the matter could not be resolved and thus, request for appointment of an Arbitrator to adjudicate upon the dispute was made therein. Subsequently, notices dated 22.04.2019 and 11.12.2019 were also issued, but to no avail.

3. The learned counsel for the petitioner submitted that having regard to the specific Arbitration Clause i.e. Clause 25 (a) (i) in the agreement, the disputes are required to be resolved through Arbitration.

4. Upon notice Sh. Deepak Balyan, Advocate has appeared on behalf of respondent. The learned counsel has however, while admitting the factum of the contract has opposed the petition on the ground that the petitioner has not availed of the pre-arbitration remedies and has not even deposited the requisite pre-deposit, as has been specifically agreed by the parties.

5. This Court has considered the aforesaid submissions.

6. The perusal of notice dated 18.05.2020 would show that the petitioner had approached the office of the respondent, but to no avail. The learned counsel for the petitioner has, however, stated that his client is willing to deposit the amount as prescribed in the contract as pre-deposit at the time of submitting statements of claims before the Arbitrator.

7. Having regard to the fact that the Arbitration Clause is specifically provided in the agreement entered amongst the parties and requisite notice has also been issued and the petitioner is also willing to make the payment of pre-deposit, as agreed amongst the parties, the petition is accepted and Sh. Anil Kumar Singh Panwar, District & Sessions Judge (Retd.) is appointed as the Sole Arbitrator. However, such appointment would be subject to the declaration to be made by Sh. Anil Kumar Singh Panwar, District & Sessions Judge (Retd.) under Section 12 of the Act with regard to his independence and impartiality to settle the disputes between the parties.

8. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended or as may be mutually settled by the parties and the Arbitrator.

9. The petitioner shall, however, deposit the agreed amount as per the agreement as pre-deposit at the time of submitting the statement of claims before the Arbitrator.

10. The venue for the Arbitration shall be at Arbitration Centre, Chandigarh or at any other place convenient to all concerned.

11. After seeking convenience of the Arbitrator, the parties are directed to appear before him on 27.09.2023 at 11:00 A.M. or any other date suitable to all concerned.

12. A copy of this order be sent to the appointed Arbitrator at the given address :

H.No. 508, Sector-6,
Panchkula
Phone No. 9671122666

13. The petition is accordingly disposed of in the above mentioned terms.

01.09.2023
Ajay Goswami

(GURVINDER SINGH GILL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No