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

**ARB No.143 of 2022 (O&M)
Date of Decision: 21.11.2022**

Neeraj Grover

.....Petitioner

Vs

M/s Bikon Water Treatment Pvt. Ltd. and others

.....Respondents

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present:Mr. Ambanshu Sahni, Advocate
for the petitioner.

Mr. Rajbir Wasu, Advocate
for the respondents.

RAJ MOHAN SINGH, J.(Oral)

[1]. The petitioner has preferred this petition under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an independent Arbitrator to adjudicate the dispute/differences between the parties arising out of agreement dated 18.01.2020.

[2]. The existence of valid agreement having arbitration clause is not in dispute between the parties. The names of the Arbitrators suggested by the petitioner have not been accepted

by the respondents.

[3]. During course of arguments, learned counsel for the parties have arrived at a consensus that an independent Arbitrator be appointed by this Court to adjudicate the claim, which has been tentatively fixed by the petitioner to the tune of Rs.1,19,10,729/- along with interest.

[4]. Petitioner and the respondents had entered into an agreement to sell in respect of Plot No.S-6/24 DLF Phase III, Gurugram on 18.02.2018. The respondents had issued cheques in furtherance thereof. The cheques were not cleared on presentation. The respondents kept on making the promises to discharge the obligation in respect of agreement to sell and kept on issuing fresh cheques to settle the debt. The settlement agreement was executed between the parties on 18.01.2020 before the Court of Judicial Magistrate First Class, Gurugram. Even in terms of settlement agreement, the parties remained at variance, for which, the petitioner issued a notice dated 14.03.2022, thereby invoking the Arbitration Clause 6 of the Settlement Agreement and thereafter, the petitioner preferred this petition.

[5]. In view of consensus arrived at between the parties, I hereby appoint HMJ M.M.S. Bedi (Retd.), House No.2152, Sector-44-C, Chandigarh-160047, Mobile No.09780008126,

bedims@gmail.com as the sole Arbitrator, to resolve the dispute/difference between the parties. The appointment of the Arbitrator shall be subject to the declaration to be made by him as required under Section 12 of Arbitration and Conciliation Act, 1996 in respect of his independence and impartiality to settle the dispute between the parties.

[6]. The Arbitrator would complete the proceedings within the specified time in terms of Section 29-A of the Act. The Arbitrator shall be paid fee in accordance with the IVth Schedule of the Act as amended from time to time. The fee shall be borne by both the parties equally.

[7]. The seat of the Arbitration shall be disclosed by the Arbitrator as per his/her convenience.

[8]. A copy of this order be dispatched to the Arbitrator on the following address:-

HMJ M.M.S. Bedi (Retd.),
House No.2152, Sector-44-C, Chandigarh-160047,
Mobile No.09780008126,
bedims@gmail.com

[9]. Petition stands disposed of accordingly.

21.11.2022
Prince

(RAJ MOHAN SINGH)
JUDGE

Whether speaking/reasoned Yes/No

Whether reportable Yes/No