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

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Date of decision: 04.09.2025

PUNJAB STATE WAREHOUSE CORPORATION AND ANR.**.... PETITIONERS****VERSUS****M/S KATARIA CONSTRUCTION COMPANY AND ANR.****...RESPONDENTS****CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA**

Present: Mr. T.S. Sidhu, Advocate for the petitioners.

Mr. Rajbir Singh, Advocate for respondent No.1.

Mr. Gunjan Mehta, Addl. A.G., Punjab.

HARKESH MANUJA, J. (Oral)

1. By way of present petition, challenge has been laid to the order dated 13.05.2019 (Annexure P-9) passed by the learned Civil Judge (Senior Division), Chandigarh, whereby, an application filed under Section 8 of Arbitration and Conciliation Act, 1996, preferred at the instance of petitioner in Civil Suit No.4438 of 2017 titled as "*M/s Kataria Construction Company Vs. State of Punjab and Ors.*" stands declined.

2. Learned counsel for the petitioners submits that the trial Court failed to take into account the fact that the work orders/agreements executed between the parties were never disputed or denied in the plaint by the respondents and on the contrary the whole basis of the claim in the suit was those agreements and the work order only.



He further points out that in view of the admitted work orders and the agreements contained an arbitration clause and also on the basis of the decision dated 19.01.2024 passed in Civil Revision Petition No. 8507 of 2017, the impugned order is liable to be set aside.

He also points out that the orders dated 01.02.2014 and 12.12.2014, passed by the petitioners could very well be agitated and impugned before the Arbitrator even by the respondent.

3. On the other hand, learned counsel appearing on behalf of the respondent submits that the declaration *qua* the orders dated 01.12.2014 and 12.12.2014 passed by the petitioners could only be granted by the Civil Court and not by the learned Arbitrator. He also points out that in terms of the Section 8(2) of the Arbitration and Conciliation Act, 1996, unless the original/certified copy of the agreement containing arbitration clause was placed on record, the prayer made by the petitioners before the trial Court could not be entertained and thus the impugned order calls for no interference.

4. I have heard learned counsels for the parties and have gone through the paperbook. I find substance in the submissions made by counsel for the petitioner.

5. A perusal of the record shows that the entire claim made by the respondents-plaintiffs in their suit is based on the work orders and agreements executed between the parties and those itself contain an arbitration clause.

6. In such a situation, the decision dated 19.01.2024 passed by this Court in Civil Revision No.8507 of 2017 titled as “Kulbhushan Narang”



Versus Akhilesh Chawla” applies on all fours to the facts and circumstances of the case in hand. The relevant para No.6 thereof reads as under:-

“6. Section 8 of the 1996 Act, enables the court to refer the parties to the arbitration where there is an arbitration agreement between the parties. It requires that the original agreement or its duly certified copy is to be annexed with the application under Section 8 of the 1996 Act. Though, in this case, the original agreement or a certified copy thereof has not been produced, however, the existence of the partnership deed containing resolution of the dispute through arbitration is not disputed either by the plaintiff or by the defendant. The plaintiff while filing the suit has relied upon the partnership deed dated 01.04.2012, whereas the defendant relies upon it while filing the application under Section 8 of the 1996 Act. In other words, the existence of the partnership deed dated 01.04.2012, containing the agreement for resolution of the dispute through arbitration is not in dispute. The purpose of filing the original agreement or a certified copy thereof containing arbitration clause is to ensure that the parties are not referred to the Arbitrator without any agreement. However, in this case, the situation is otherwise. Both the parties do not dispute the agreement containing the arbitration clause. Reliance in this regard can be placed on the judgment passed in **Bharat Sewa Sansthan vs. U.P.Electronics Corporation Limited, (2007) 7 SCC 737.**”

7. Furthermore, the orders dated 01.12.2014 and 12.12.2014 whereby the balance payment of final bills payable to the respondent/plaintiff has been withheld can always be made subject matter of arbitration proceedings to be adjudicated upon by the learned Arbitrator.

8. In view of the aforesaid, the order dated 13.05.2019 passed by the learned trial Court is hereby set aside. The dispute between the parties thus needs to be gone into by the Arbitrator. The parties shall be at liberty to

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avail their remedies with respect to the appointment of learned Arbitrator.

The present revision petition is thus allowed.

9. All the pending miscellaneous applications, if any, stand disposed of.

(HARKESH MANUJA)
JUDGE

04.09.2025*Kusum*

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>