

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Arbitration Case No. 89 of 2013

Date of Decision: 10.01.2014

Vishwa Mitter Khullar

..Petitioner

Versus

Laxmi Dass

..Respondent

CORAM: HON'BLE MR. JUSTICE SANJAY KISHAN KAUL, CHIEF JUSTICE.

1. Whether Reporters of local papers may be allowed to see the judgment?
2. Whether to be referred to the Reporters or not ?
3. Whether the judgment should be reported in the Digest?

Present : Mr. Sandeep Arora, Advocate, for the petitioner.
Mr. P.S.Bhinder, Advocate for
Mr. Deepinder Brar, Advocate, for the respondent.

SANJAY KISHAN KAUL C.J. (Oral)

A partnership was constituted under the name & style of M/s Punjab Cloth Store between the petitioner and the respondent as partners on 01.04.2005 with 50% shares each. This is stated to have been superseded by a fresh partnership deed dated 01.04.2007.

The grievance of the petitioner is that the respondent has been violating the terms of the partnership deed which contains an arbitration clause.

The petitioner called upon the respondent through his counsel to stop the business operations to which no reply is stated to have been received and the present petition has been filed by the petitioner under Section 11(6) of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as 'the said Act').

In the reply filed by the respondent, the partnership deed dated 01.04.2007 is not disputed. However, it is pleaded that the dispute is only to the tune of ₹ two lacs and thus endeavour should be made for settlement through mediation and in case still the matter has to be referred to arbitration, the names of two Arbitrators have been proposed.

Learned counsel for the petitioner thus submits that the only way out of this dead lock is to have arbitration as no settlement is possible and since the parties are not ad-idem on the name of the Arbitrator, this Court may appoint an Arbitrator.

In view of the facts set out hereinabove, I am of the view that an Arbitrator is liable to be appointed to adjudicate upon the disputes and claims *inter-se* the parties arising from the partnership deed dated 01.04.2007. The venue of arbitration is Amritsar. Accordingly, Mr. Gurnam Singh, Addl. District & Sessions Judge (Retd.), H. No. 17, Guru Teg Bahadur Nagar, P.O. Khalsa College, Amritsar, is appointed as the sole Arbitrator to enter upon the reference and adjudicate the disputes *inter-se* the parties. The fee of the Arbitrator will be governed by the High Court Rules to be borne equally by both the parties and to form the part of the main award.

The petition is allowed in the aforesaid terms leaving the parties to bear their own costs.

A copy of this order be sent to the Arbitrator expeditiously.

(SANJAY KISHAN KAUL)
CHIEF JUSTICE

10.01.2014
'ravinder'