

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

Arbitration Case No. 66 of 2013
Date of decision:-06.09.2013

Harvinderpal Singh

...Petitioner

Versus

State of Punjab and others

...Respondents

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

Present: Mr. D.S. Gurna, Advocate,
for the petitioner.

Mr. J.S. Puri, Additional Advocate General, Punjab.

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SANJAY KISHAN KAUL, C.J. (ORAL)

The petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the Act) has been filed without the arbitration agreement. It is in view thereof that vide the last order the petitioner had been called upon to file a copy of the agreement, but no agreement has been filed.

Learned counsel for the petitioner states that a work-order was issued and, thus, it must be presumed that there is an arbitration clause as the general model contract agreement is applicable which contains arbitration clause.

I am afraid such a submission cannot be accepted as arbitration clause has to be in writing duly signed by the parties as per the requirement of law under Section 7 of the Act. It is not as if the arbitration agreement is existing with the respondents since the petitioner sought that information under the Right to Information, 2005, to which a response has been sent on 04.09.2013 (copy produced in Court) whereby it has been stated that there was no executed agreement between the parties qua the work-order in question.

In view of the aforesaid, the present petition is not maintainable and it is open for the petitioner to seek recovery of the dues, if any, before the Civil Court in accordance with law.

The petition is, thus, dismissed in the aforesaid terms.

(SANJAY KISHAN KAUL)
CHIEF JUSTICE

06.09.2013

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