

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

ARB-211-2016 (O&M)

Date of decision:- 22.09.2017

M/s Srishti Constructions

...Petitioner

Versus

Union of India and others

...Respondents

CORAM: HON'BLE MR. JUSTICE S.J. VAZIFDAR, CHIEF JUSTICE

Present:- Mr. Nikhil Handu, Advocate,
for the petitioner.

Ms. M.N. Jajoria, Advocate,
for the respondents.

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S.J. VAZIFDAR, C.J. (ORAL)

This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 for the appointment of an arbitrator.

2. The parties had entered into a contract section/clause 70 whereof contains an arbitration agreement.

3. Disputes and differences having arisen between the parties, the petitioner invoked the arbitration agreement by a letter dated 25.04.2016. The respondents in their reply dated 21.06.2016, inter alia, contended that the petitioner had accepted the payment of the final bill and was, therefore, not entitled to raise a dispute. The petitioner responded by stating that the amount paid under the final bill was incorrect. Whether the amount was accepted in full and final satisfaction of the petitioner's claim or not is an issue that the arbitrator must decide. The arbitration clause contemplates the reference for a sole arbitration of the serving officer. In

any event, despite the notice of invocation dated 25.04.2016, the respondents have not appointed an arbitrator to date. Therefore, the respondents have in any event forfeited their right to appoint an arbitrator.

4. The petition is, therefore, disposed of by appointing Mr. Justice Surinder Singh Saron, a former Judge of this Court, as the sole arbitrator. The parties have agreed that the venue shall be the Chandigarh Arbitration Centre.

(S.J. VAZIFDAR)
CHIEF JUSTICE

22.09.2017

Amodh

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No