

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

**ARB-141-2014**

**Date of Decision : 12.09.2014**

M/s Eko India Financial Services Pvt. Ltd.

..... Petitioner

Versus

M/s Tejswi Impex Pvt. Ltd.

..... Respondent

\*\*\*\*\*

**CORAM : HON'BLE MR. JUSTICE ASHUTOSH MOHUNTA, ACTING CHIEF JUSTICE**

Present : Mr. Sumit Roy, Advocate  
for the petitioner.

Mr. Dheeraj Malhotra, Advocate  
for the respondent.

\*\*\*\*

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

**ASHUTOSH MOHUNTA, ACJ. (Oral)**

At the outset, counsel appearing for both the parties are *ad-idem* that there exists a dispute which is required to be referred for arbitration as per clause 16.3.3 of the Lease Agreement. However, learned counsel for the parties state that as per arbitration clause they have appointed their arbitrators, but to decrease the cost of arbitration they are in agreement that instead of Arbitral Tribunal, single arbitrator be appointed and for that purpose clause 16.3.3 of the Agreement which provides for appointment of Arbitral Tribunal, be amended.

In view of the above submission made by the counsel for the parties, Clause 16.3.3 of the agreement is amended as per verbal request of learned counsel for the parties and Justice V.K. Gupta, Former Chief Justice of Uttra Khand High Court is appointed as an Arbitrator, who shall

act as sole Arbitrator. The parties may accordingly, notify the arbitrators already appointed by them in this case.

The fee of the Arbitrator shall be ₹ 1,00,000/- per hearing to be shared by both the parties in equal share. Other expenses apart from the fee as raised by the Arbitrator shall also be paid by both the parties in equal share. However, the Arbitrator shall claim maximum fee of Rs. 20 Lacs.

Petition stands disposed of.

**(ASHUTOSH MOHUNTA)  
ACTING CHIEF JUSTICE**

**12.09.2014  
'SP'**