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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

ARB-598-2021

Date of decision:-23.01.2024

Bhagwan Dass

...Petitioner

Versus

Union of India and others

...Respondents

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present : Mr.S.K.S. Bedi, Advocate
for the petitioner.

Mr.B.S. Kanwar, Advocate
for the respondents.

SUVIR SEHGAL, J.(ORAL)

1. By way of instant petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short "the Act"), petitioner has approached this Court for appointment of sole Arbitrator for settlement of disputes, which have arisen out of a Contract Agreement.

2. Short reply by way of affidavit has been filed by respondent No.4 wherein the contract between the parties and the arbitration clause has not been disputed.

3. Twofold submission has been made by counsel for the respondents. Firstly, he submits that the petition is barred by time. This argument merely deserves to be noticed and rejected. Stand taken in the short reply is that the final payment was made to the petitioner on 04.06.2018. Claiming that complete payment has not been made, the

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petitioner invoked the arbitration clause by letter dated 19.10.2020, Annexure P3 and approached this Court soon thereafter. Therefore, the objection of limitation does not survive as the petitioner has raised the dispute within a period of three years from the date of final payment.

4. Counsel for the respondent has secondly contended that the petitioner has given a no objection certificate and is debarred from filing the petition. This argument also does not survive. In *Union of India Versus Parmar Construction Company, 2019 (5) RCR (Civil) 302*, Hon'ble Supreme Court has held that whether no objection certificate given by the contractor is voluntarily or has been given under duress, is a matter, which would be determined by the Arbitrator. Resultantly, prayer made in the petition deserves to be accepted.

5. Accordingly, petition is allowed. Sh.M.S. Viridi, District & Sessions Judge (Retd.), r/o House No.1061, Sector – 4, Panchkula, is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject to declaration to be made by him under Section 12 of the Act with regard to his independence and impartiality to adjudicate the dispute between the parties.

6. Parties are directed to appear before the Arbitrator on 27.02.2024 at 11:00 A.M. at the address mentioned above or at any other place to be fixed by the Arbitrator.

7. The arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.

8. The arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.

9. Needless to mention, respondents will be at liberty to raise

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all the pleas before the Arbitrator.

10. Copy of the order be sent to the appointed arbitrator.

(SUVIR SEHGAL)
JUDGE

23.01.2024

Brij

Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No