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

ARB No.70 of 2022 (O&M)

Date of Decision: 30.11.2022

SUSAJJA ENTERPRISES PRIVATE LTD.

.....Petitioner

Vs

MUNICIPAL CORPORATION, GURUGRAM

....Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Ms. Ekakshra Mandhar, Advocate
for the petitioner.

Mr. Prateek Mahajan, Advocate with
Mr. Ashish Gupta, Advocate
for the respondent.

RAJ MOHAN SINGH, J.(Oral)

[1]. The Petitioner has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter to be referred as 'the Act') for appointment of an independent Arbitrator to adjudicate the dispute between the parties arising out of contract agreement dated 03.12.2020.

[2]. The contract agreement was executed between the parties and the same was valid from 14.07.2020. Work of undertaking the process of bioremediation and biomining of 600 TPD legacy waste along with sufficient manpower, trommel,

equipment, cables, panels and bio cultures as per the methodology described in SWM Rules 2016 and CPCB guidelines for disposal of legacy waste was allocated to the petitioner.

[3]. A dispute arose between the parties for which arbitration clause No.25 of the contract agreement has already been invoked by the petitioner. Existence of valid agreement having arbitration clause is not in dispute. In the reply filed by the respondent, the default has been attributed to the petitioner for delaying the project and for non-fulfilling the obligation arising out of contract agreement. The reply filed by the respondent is on the merits of the case in which existence of dispute has not been denied. The petitioner has valued its claim of outstanding principle amount of Rs.21,39,224/- along with Rs.3,75,00,490/- as damages and losses caused to the petitioner.

[4]. It is a settled principle of law that even in case of slightest doubt as regards the cause of action, the matter has to be referred to the Arbitrator. In view of pleadings made by the petitioner and the reply filed by the respondent, I find that there exists a *bona fide* dispute between the parties for which the petitioner has already invoked the arbitration clause.

[5]. Keeping in view the facts and circumstances of the case, I hereby appoint HMJ Ranjit Singh (Retd.) R/o H.No.1024, Sector 27-B, Chandigarh, Mob. Nos.09899791094, 0712-2651666, Email: justice.ranjit@gmail.com as the sole Arbitrator, to resolve the dispute/difference between the parties. The appointment of the Arbitrator shall be subject to the declaration to be made by him as required under Section 12 of Arbitration and Conciliation Act, 1996 in respect of his independence and impartiality to settle the dispute between the parties.

[6]. The Arbitrator would complete the proceedings within the specified time in terms of Section 29-A of the said Act. The Arbitrator shall be paid fee in accordance with the IVth Schedule of the Act as amended from time to time. The fee shall be borne by both the parties equally.

[7]. Venue of the Arbitration shall be the place to be disclosed by the Arbitrator according to his convenience.

[8]. A copy of this order be dispatched to the Arbitrator at the following address:-

HMJ Ranjit Singh (Retd.)
R/o H.No.1024, Sector 27-B, Chandigarh,
Mob. Nos.09899791094, 0712-2651666,
Email: justice.ranjit@gmail.com

[9]. Petition stands disposed of accordingly.

November 30, 2022

Atik

Whether speaking/reasoned

Whether reportable

**(RAJ MOHAN SINGH)
JUDGE**

Yes/No

Yes/No