
(2011) 07 P&H CK 0165

In the Punjab And Haryana At Chandigarh

Case No : Arbitration Case No's. 158 and 159 of 2010

J.K. Lakshmi Cement Ltd.

APPELLANT

Vs

Punjab State Electricity Board and Others

RESPONDENT

Date of Decision : 14-07-2011

Acts Referred:

Citation : (2011) 07 P&H CK 0165

Hon'ble Judges : Hemant Gupta, J

Bench : Single Bench

Judgement

Hemant Gupta, J.—This order will dispose of two petitions bearing Arbitration Case Nos. 159 and 158 of 2010. Arbitration Case No. 159 of 2010 arises out of purchase order dated 15.02.2006, whereby the Respondent entered into an agreement for the purchase of 11150 MT of ordinary Portland Cement (OPC) 43 Grade. Arbitration case No. 158 of 2010 arises out of purchase order dated 7.01.2005, whereby the Respondent entered into an agreement for purchase of 5000 MT of Ordinary Portland Cement (OPC) 43 Grade.

2. Both the agreements have identical Arbitration clause which read as under:

22. Arbitration:

a) If at any time any question, dispute or difference whatsoever shall arise, between the purchaser/Board and the contractor/supplier, upon or in relation to or in connection with the purchase order/contractor, either party may forthwith give to the other notice in writing of the existence of such question dispute or differences and the same shall be referred for sole arbitration of a nominee of the purchaser/Board, who shall give itemwise a reasoned/speaking awards. The award of the Sole Arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act, 1940, and of the rules there under. Any statutory amendment, modification or reenactment thereof for the time being in force, shall be deemed to apply to and be incorporated in the contract/purchase order. It will not be objectionable if the Sole Arbitrator is an officer of the Board

and he has expressed Arbitration Case No. 159 of 2010 -3 his views on all or any of the matters in question of dispute or difference.

3. The disputes arisen between the parties have not been resolved nor arbitrator appointed, even though the Petitioner has sought an appointment of Arbitrator for resolution of such disputes. It is agreed between parties that an Arbitrator be appointed by this Court.

4. In view of the said fact, Mr. D.S. Patwalia, Advocate is appointed as an Arbitrator who shall decide the dispute between the parties. Learned Arbitrator shall be paid Rs. One lakh (excluding Rs. 25,000/-as the expenses) to be shared by both the parties as his fee in both cases.

5. Disposed of.