

(2010) 10 P&H CK 0137
In the Punjab And Haryana At Chandigarh
Case No : Arbitration Case No. 20 of 2008

Oasis Contractors and Consultants (P) Ltd.	APPELLANT
Vs	
Punjab State Agricultural Marketing Board	RESPONDENT

Date of Decision : 05-10-2010

Acts Referred:

Arbitration and Conciliation Act, 1996 — Section 11, 34

Citation : (2010) 10 P&H CK 0137

Hon'ble Judges : Mukul Mudgal, C.J

Bench : Single Bench

Judgement

Mukul Mudgal, C.J.—This petition has been filed u/s 11 of the Arbitration and Conciliation Act, 1996 (for short "the Act").

2. The agreement contains the following arbitration clause:

Clause 25A - If any question, difference or objections whatsoever shall raise in any way connected with or arising out of this instrument of the meaning or operation of any part thereof or the right, duty or liabilities of either party than save in so far as the decision of any such matter is here in before provided for and has been so decided every such matter including whether its decision accordingly or whether contract should be terminated or has been rightly terminated and as regards rights and obligation of parties as the results of such termination shall be referred for arbitration of the Superintending Engineer of the Board or acting as such at the time of reference within 180 days viz six months from the date of making final payment to the Contractor or when the contractor is not willing to receive the payment from the date registered notice is sent to him that his final Bill is ready for payment and his decision shall be final and binding and where the matter involved a claim under or payment or recovery or deduction of money, only the amount if any awarded in such arbitration shall be recoverable money, in respect of the matter referred.

If the matter is not referred to the arbitration within the specified period all the

rights claims under the contract shall be deemed to have been forfeited and absolutely barred.

Here insert the officeral designation of the officer to be appointed as arbitrator.

3. The invocation of arbitration Clause by the Petitioner is also not disputed. On 25.5.2010 learned Counsel for the Petitioner stated that the arbitrator appointed by the Respondent namely Shri R.S. Gill, Chief Engineer, had delivered the arbitration award and the same was subject matter u/s 34 of the Act before the District Judge, Chandigarh. On statement of learned Counsel for the Petitioner, the District Judge before whom the said petition u/s 34 of the Act was pending was directed to dispose of the same within four months.

4. Today learned Counsel appearing for the Respondent stated that the District Judge has already decided the objection filed u/s 34 of the Act by the Petitioner. Thus the present petition for appointment of arbitrator does not survive. On the other hand learned Counsel appearing for the Petitioner says that he has no knowledge about the decision of the objection filed by the Petitioner.

5. In view of the statement given by learned Counsel for the Respondent, this petition is disposed of as having become infructuous.

6. However, liberty is granted to the Petitioner to get the same revived, in case the statement made by learned Counsel for the Respondent is found incorrect.