

SL. No	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGES'S ORDERS
	25.08.2023		<p>ARBAP No. 35 of 2023  <b><u>Hon'ble Vipin Sanghi, C.J.</u></b></p> <ol style="list-style-type: none"> <li>1. Mr. Ravi Bisht, learned counsel holding brief of Mr. Aditya Pratap Singh, learned counsel for the applicant.</li> <li>2. Mr. Karan Anand, learned Standing Counsel for the Union of India/ respondents.</li> <li>3. Despite grant of two opportunities, reply has not been filed by the respondents. Counsel states that the reply is ready. The same has been tendered in Court, and is taken on record.</li> <li>4. The respondents do not dispute the fact that the parties entered into the agreement in terms of the notice of tender bearing CA NO. CEB/DDN/30 OF 2018-19. The letter of acceptance dated 05.12.2018, issued by the respondents, has been placed on record. The tender in question contains an arbitration agreement in Clause 70, which provides that all disputes between the parties to the contract shall, after written notice by either party to the contract, be referred to the sole arbitration of an Engineer officer to be appointed by the authority, i.e. the respondents.</li> <li>5. In the light of the amendment in the Arbitration and Conciliation Act, 1996, the appointment cannot be that of an Engineer officer appointed by the respondents.</li> <li>6. The applicant invoked the arbitration agreement on 15.03.2023, since disputes arose between the parties, upon termination of the contract by the respondents. Despite the said invocation, the parties</li> </ol>

have not been able to mutually appoint an Arbitrator. Consequently, the present Arbitration Application has been preferred.

7. I have enquired from the counsel for the respondents, as to what are the grounds taken by the respondents in opposition of the present Arbitration Application. Counsel states that, firstly, the demand notice has been signed by only one of the partners, and, secondly, the material supplied by the applicant was not in terms of the contract.

8. So far as the first submission is concerned, the same is completely meritless, since every partner of the partnership firm is entitled to act on behalf of the partnership firm, and all other partners. The dispute, with regard to the supplies made by the applicant, is a dispute on merits, which cannot be adjudicated in these proceedings.

9. In the light of the aforesaid discussion, I allow this application and appoint Mr. Justice T.S. Dhindsa, Retd. Judge, Punjab & Haryana High Court, having Mobile No. – 7837049208, to act as the sole Arbitrator to adjudicate the disputes between the parties.

10. The present Arbitration Application stands disposed of in the aforesaid terms. The proceedings may be conducted virtually, and with the consent of parties, at the place of residence of the learned Arbitrator.

11. Consequently, pending applications, if any, also stand disposed of.

**(Vipin Sanghi, C.J.)**  
**25.08.2023**

Rahul