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

ARB-446-2023(O&M)

Date of decision:-14.05.2024

Square Yards Consulting Pvt. Ltd.

...Petitioner

Versus

M/s V.S. Real Projects Pvt. Ltd.

...Respondent

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present : Mr.Nagar Singh, Advocate
for the petitioner.

Mr.Adarsh Jain, Advocate
for the respondent.

SUVIR SEHGAL, J.(ORAL)

1. By way of instant petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short "the Act"), petitioner has approached this Court for appointment of independent Arbitrator to adjudicate the dispute between the parties.

2. Counsel for the petitioner submits that an agreement dated 30.05.2019, Annexure P2, was entered into between the parties. He submits that the petitioner was engaged as a Channel Partner/Business Associate on Exclusive Basis for providing service of engaging/introducing customers to the project of the respondent and he was to be paid service fee in terms of the agreement. Counsel submits that the petitioner raised invoices some of which remained unpaid and as



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a dispute arose between the parties, notice dated 14.06.2023, Annexure P6, was served invoking the arbitration clause. Counsel submits that respondent has submitted a reply dated 23.06.2023 denying the claim.

3. Upon notice by this Court, petition has been contested by the respondent by filing a written statement wherein a similar stand has been taken as has been taken in the reply to the notice, Annexure P6.

4. I have heard counsel for the parties and considered their respective submissions.

5. The agreement executed between the parties has been admitted. There is no dispute that there is an arbitration clause in the agreement. Even the notice served by the petitioner has not been denied and respondent has sent a reply to it. As to whether the petitioner is entitled to payment, as claimed by him, will be determined by the Arbitrator. Prayer made in the petition, therefore, merits acceptance.

6. Accordingly, petition is allowed. Sh. Arun Kumar Singal, District & Sessions Judge (Retd.), r/o C/o Sh. M.R. Singhal, A-61, Second Floor, Palladians, Near Baani Square, Sector 47, Gurugram, Haryana, M: 9991743666, 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.

7. Parties are directed to appear before the Arbitrator on 03.07.2024 at 11:00 A.M. at the address mentioned above or at any other place to be fixed by the Arbitrator.



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8. The arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.
9. Needless to mention that all the questions arising between the parties in this matter will remain open for determination in the arbitration proceedings, and any observation made hereinabove will not be binding on the Arbitrator.
10. Copy of the order be sent to the appointed Arbitrator.
11. Pending application, if any, stands disposed of.

14.05.2024

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Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No

(SUVIR SEHGAL)
JUDGE