

HIGH COURT OF CHHATTISGARH, BILASPUR

ARBA No. 31 of 2015

Sweta Vidya Mandir, through, its President Sandeep Verma, S/o Late D.P. Verma Aged About 51 Years, R/o Pitrachaya Apartment, Pridarshini Nagar, 3rd Floor 303, Thana New Rajendra Nagar, Raipur Chhattisgarh

---- Applicant

Versus

1. Raipur Development Authority Through Its President Second Floor Bhakt Mata Marg, Vayavsayik Parisar, New Rajendra Nagar Raipur Chhattisgarh
2. Revenue Office (Tahsildar), Raipur Development Authority, Second Floor Bhakt Mata Marg, Vayavsayik Parisar, New Rajendra Nagar Raipur Chhattisgarh
3. Assistant Revenue Officer, Raipur Development Authority, Second Floor Bhakt Mata Marg, Vayavsayik Parisar, New Rajendra Nagar Raipur Chhattisgarh

---- Respondents

For Applicant	:-	Mr. Parag Kotecha, Advocate
For Respondents	:-	Mr. H.B. Agrawal, Sr. Advocate with Ms. Priti Yadav

Hon'ble Shri Justice Goutam Bhaduri

Order On Board

04/12/2015

1. Heard.
2. The instant petition is preferred by the applicant for appointment of the Arbitrator by invoking under section 11(6) of the Arbitration and Conciliation Act, 1996.

3. Learned counsel for the applicant submits that the dispute has arisen and in the earlier point of time the lease rent was 2% which has been increased to 6.5 %. He further submits that lease deed contains the clause that after execution of the agreement any dispute, if any arises, then it would be referred to the Arbitrator as per Clause 17 of the lease deed. He further submits that the respondent did not have any right to fix the rent of Rs. 2,12,464/- as annual rent and it is disputed by the petitioner and therefore, the rent being exorbitant and the lessee having not agreed to the same the dispute should have been referred to the Clause 17 agreement.
4. Per contra, Learned Senior Counsel Shri H. B. Agrawal assisted by Ms. Priti Yadav would submit that the lease deed itself contains the clause of payment of lease rent of Rs. 2,12,464/- per annum. Therefore, the lease having been executed and registered the lease rent can not be called in question that the lease rent is exorbitant and it is the part of the condition of the lease for which the applicant had agreed. He further submits that taking the fact that the applicant himself has agreed to the above lease rent and it would not fall within the definition dispute as per the section 17 of the agreement.
5. I have perused the part of the lease deed which purports that the initial rent Rs. 2,12,46,- was fixed and it was agreed to be paid from June, 2007 and taking into fact by the agreement in the lease rent was fixed and lessee having executed the deed and registered,

the applicant can not be allowed to go back to assert that the lease rent has been fixed exorbitantly and thereby it would fall within the dispute in terms of spirit and object of clause 17 of the agreement. If such proposition is accepted the very existence of lease deed would be in question.

6. Consequently, according to the opinion of this Court no dispute has arisen in this matter for referring the case to appointment of arbitrator.
7. Accordingly, the instant arbitration petition is dismissed at the motion stage itself.

Sd/-

(Goutam Bhaduri)

Judge