

HON'BLE SRI JUSTICE A.RAJASHEKER REDDY
ARBITRATION APPLICATION Nos 64 and 66 of 2019

COMMON ORDER:

By way of these applications filed under Section 11 (5 & 6) of Arbitration and Conciliation Act, 1996 (for short "the Act") the applicant seeks appointment of an Arbitrator for resolution disputes arising under the lease agreements dated 22-08-2014 entered into by and between the applicant and respondent.

The case of the applicant is that he has entered into lease agreement with the respondent for leasing out their premises subject to payment of rent and other taxes as mentioned in the applications. It is stated that since respondent have not paid the rents, disputes arose between them and the applicant has issued notices for payment of rents. But the respondent failed to pay the same. The clause 21 of lease agreement pertains to dispute resolution. Basing on the same, the applicant issued notice 12-02-2019 for appointment of arbitrator. Though notices were sent, the same were returned as unclaimed. As such, the present applications are filed under Section 11 (6) of the Act for appointment of Arbitrator.

Though notices were sent to respondent, the same were returned unclaimed which amounts to service of notice.

Clause 21 of lease agreements reads as under:

21.Dispute Resolution:

"It is agreed and understood between the Lessee and the Lessors that the dispute resolution would be as per the provisions of Arbitration and Conciliation Act, 1996. The Venue of the arbitration would be Hyderabad and the arbitration proceedings shall be in English language. The courts of Hyderabad shall have exclusive jurisdiction."

Learned counsel for the applicant says that arbitrator was appointed by the applicant, but since respondent has objected, the said proceedings were terminated and the present proceedings are initiated and notices were also issued invoking clause 21 of the lease agreements dated 22-08-2014.

In view of the facts and circumstances of the case, both the arbitration applications are allowed appointing Sri M.A.Mujeeb, Advocate as the sole Arbitrator for resolution of dispute(s) between the applicant and respondent, arising out of agreements dated 22-08-2014 in accordance with the provisions and mandate of the Act of 1996. The learned Arbitrator shall be entitled to fees as per the rates specified in the Fourth Schedule to the Act of 1996, inserted by Act 3 of 2016 with effect from 23-10-2015, which shall be borne by both parties in equal measure. No order as to costs.

A.RAJASHEKER REDDY,J

22-10-2019

Nvl



