

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

116

ARB-152-2020 (O&M)

Date of decision: 25.09.2020

Vikram Anand and another

.....Petitioners

versus

Pasco Automobiles

....Respondent

CORAM: Hon'ble Mr. Justice Girish Agnihotri

Present: Mr. Ankur Mahindro, Advocate
for the petitioners.

GIRISH AGNIHOTRI, J. (Oral)

The matter has been taken up through video-conferencing on account of restrictions due to outbreak of pandemic COVID-19.

Petitioners-Vikram Anand and Anand Rubber & Plastics Pvt. Ltd, have jointly filed the present petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (as amended) (in short 'the Act') for the appointment of an arbitrator.

Learned counsel for the petitioners, based on the pleadings, submits that petitioner No.2 is a company incorporated under the Companies Act, 1956 having its registered office at 14/4 Mile Stone, Mathura Road, Faridabad, Haryana and petitioner No.2-Mr. Vikram Anand, was authorized signatory of the said company. It is then submitted that the respondent is a proprietorship business concern of Mr. Sanjay Passi and petitioner No.1 was approached by the respondent for availing the premises

in order to establish an automobile showroom for the purposes of selling passenger and/or commercial vehicles/automobiles. It is also submitted that petitioner No.1 and respondent entered into a registered Lease Deed dated 10.02.2016 (Annexure P-5) for a period of 12 years with respect to the land addressed at 14/4, Mathura Road, Faridabad and entire built up area. As per the terms and conditions of the Lease Deed, @ Rs.10,00,000/- per month lease rent, subject to an annual escalation of 5%, on the last paid rent was payable per month, on or before the 7th day of every English calendar month. Counsel for the petitioners submit that the present rate of rent is Rs.12,50,235/- per month. Due to non-payment of rent and arrears, a dispute had arisen between petitioner No.1 and the respondent. By making reference to para 6 of the petition, counsel for the petitioners submits that vide default notice dated 22.07.2020, petitioner No.1 has also called upon the respondent to make payment of arrears of rent in terms of the lease deed dated 10.02.2016, however, the respondent has refused to accede to the demands raised by petitioner No.1. Due to the above said grievance, petitioners sent a notice to the respondent on 07.08.2020 under Section 21 of the Act, for appointment of an impartial Arbitrator in order to adjudicate upon the disputes pending between them, pursuant to Clause 12.6 of the Lease Deed dated 10.02.2016 and requested the respondent to nominate an independent Arbitrator to adjudicate upon the disputes between the parties and inform the petitioners about the same within a period of 30 days from the receipt of the said notice. He, however, submits that since the respondent has failed to appoint an independent and impartial arbitrator

within 30 days from the receipt of notice dated 07.08.2020, therefore, the petitioners have filed the present petition.

Notice of motion.

On asking of the Court, Mr. Parmanand Yadav, Advocate, appears on behalf of the respondent. On instructions, he submits that he has no objection in case, an arbitrator from the Panel of Arbitrators, is appointed.

After hearing learned counsel for the parties, Justice Dr. Bharat Bhushan Parsoon (Retd.), a former Judge of this Court, is appointed as the Sole Arbitrator. However, such appointment would be subject to the declaration to be made by Justice Dr. Bharat Bhushan Parsoon, under Section 12 of the Act, with regard to his independence and impartiality to settle the disputes between the parties.

The Arbitrator is requested to complete the proceedings within the time limit specified under Section 29 A of the Act.

The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended or as may be mutually settled by the parties and the Arbitrator.

A copy of the order be forwarded to Justice Dr. Bharat Bhushan Parsoon, at the given address:-

154, Sector 35A

Chandigarh

M. No.8558809906

Landline No.0172-4666606

After seeking the convenience of the Arbitrator, the parties are directed to appear before him (through video conferencing, if suitable)

within one month from the date of receipt of a certified copy of this order.

The matter is disposed of in the above terms.

(GIRISH AGNIHOTRI)
JUDGE

25.09.2020

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Whether speaking/ reasoned:	Yes/No
Whether Reportable:	Yes/No