

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

(1)

ARB-275-2019

Ishan Bhandari

....Applicant

versus

Ireo Grace Realtech Pvt. Ltd.

....Respondent

(2)

ARB-276-2019

Chatur Bhuj Bhandari

....Applicant

versus

Ireo Pvt. Ltd.

....Respondent

Date of decision: 16.03.2020

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Munish Kamboj, Advocate
for the applicant(s).

None for the respondent.

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DEEPAK SIBAL, J. (Oral)

This order shall dispose of two applications being **ARB-275-2019 – Ishan Bhandari vs. Ireo Grace Realtech Pvt. Ltd.** and **ARB-276-2019 – Chatur Bhuj Bhandari vs. Ireo Pvt. Ltd.** For the sake of convenience, facts are being taken from **ARB-275-2019**.

The present application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short – the Act) for appointment of an Arbitrator.

On 26.09.2014, the parties entered into Apartment Buyer's Agreement which contained clause 35 as per which all or any disputes

arising out of or touching upon or in relation to the terms of the agreement or its termination including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties were to be settled amicably by mutual discussion failing which they were to be settled through the mode of Arbitration.

Disputes arose between the parties and attempts made to resolve them remained unsuccessful leading the invocation of the aforesaid arbitration clause by the applicant. When within 30 days of the receipt of the notice issued by the applicant to the respondent seeking appointment of an Arbitrator the same was not responded to, the present application was filed for the aforesaid relief.

In spite of service, none has appeared on behalf of the respondent.

After hearing learned counsel for the applicant, Mr. Vinod Jain, District and Sessions Judge (Retd.) is appointed as the sole Arbitrator in both the applications. However, such appointment would be subject to the declaration to be made by Mr. Vinod Jain 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 29A 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.

The venue of the Arbitration shall be at Gurgaon.

A copy of the order be forwarded to Mr. Vinod Jain, District

and Sessions Judge (Retd.) at the given address:

Flat No.C-3,
GH17, Sector-1,
The Rock CGHS Ltd.,
IMT, Manesar,
Gurgaon-122052
(Mob. No.94681-78585)

After seeking the convenience of the Arbitrator, the parties are directed to appear before him on 30.03.2020 or on any other date suitable to all concerned.

All the two applications being **ARB-275-2019** – **Ishan Bhandari vs. Ireo Grace Realtech Pvt. Ltd.** and **ARB-276-2019** – **Chatur Bhuj Bhandari vs. Ireo Pvt. Ltd.** are disposed of in the above terms.

A copy of the order be forwarded to the respondent.

March 16, 2020
Jyoti 1

(DEEPAK SIBAL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No