

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

Sr. No.222

ARB-287-2019 (O&M)

Date of decision: 16.03.2020

Muskaan Hospitality and Management Private LimitedApplicant

versus

Casa2 Stays Private LimitedRespondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Manav Bajaj, Advocate, for the applicant.

Mr. R.S. Dadwal, Advocate for
Mr. D.D. Sharma, Advocate, for the respondent.

* * *

DEEPAK SIBAL, J. (Oral)

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.

Through an agreement dated 01.08.2017, the applicant engaged the respondent to provide certain allied services under its brand name detailed in the agreement. Admittedly, as per clause 13 of the agreement, disputes between the parties were to be settled through the mode of Arbitration.

Disputes having arisen between the parties, the applicant through legal notice dated 25.01.2019 terminated the aforesaid agreement and further called upon the respondent to make payment of amounts which were allegedly due to the applicant. When the dues remain unpaid through

another legal notice dated 29.03.2019, the applicant invoked the arbitration clause and proposed the name of Mr. Satvik Verma, Advocate, as the Arbitrator. The respondent did not respond to this notice as well, occasioning the filing of the present application for the aforesaid relief.

Learned counsel for the respondent denies all claims made by the applicant in the present application.

After hearing learned counsel for the parties and leaving them to raise all claims/defences/counter claims that they may have in accordance with law before the Arbitrator, Justice Swatanter Kumar, a former Judge of the Supreme Court of India who has already been appointed as the sole Arbitrator in a connected matter being ARB-296-2019 – Appletree International Private Limited vs. Casa2 Stays Private Limited, is appointed as the sole Arbitrator in this case as well. However, such appointment would be subject to the declaration to be made by Justice Swatanter Kumar 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.

As per agreement expressed by learned counsel for the parties, for the sake of the convenience of their respective clients, the venue of the Arbitration shall be at New Delhi.

A copy of the order be forwarded to Justice Swatanter Kumar

(Retd.) at the given address:

C-3/5, First Floor,
Safdarjung Development Area,
South Delhi-110016.
(Mob. No.9560413636)

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.

The matter is disposed of in the above terms.

March 16, 2020
Jyoti 1

(DEEPAK SIBAL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No