

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

105

ARB No.48 of 2021 (O&M)
Date of decision: 21.01.2021

M/s ABW Suncity

.....Petitioner

versus

Harshit Kakkar

....Respondent

CORAM: Hon'ble Mr. Justice Girish Agnihotri

Present: Mr. Aman Chaudhary, Advocate
for the petitioner.

GIRISH AGNIHOTRI, J. (Oral)

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

The petitioner-M/s ABW Suncity, has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act') (as amended) for appointment of Sole Arbitrator under Agreement dated 30.03.2009.

At the outset, learned counsel for the petitioner relies on order dated 09.09.2020 (Annexure P-9) passed by this Court in ARB No.134 of 2020 titled as '*M/s ABW Suncity vs. Kishen M. Seshadari and others*'.

Learned counsel for the petitioner based on pleadings in the petition submits that the petitioner had developed a residential group

housing project known as “LA LAGUNE” situated in Sector 54, Golf Course Road, Gurugram. Thereafter, reference has been made to the Apartment Buyers Agreement dated 30.03.2009 (Annexure P-2) and also Conveyance Deed dated 16.09.2013. It is submitted by making reference to para 6 of petition that liability of payment of the taxes was acknowledged and confirmed by the respondent in the Conveyance Deed. Learned counsel by making reference to para 13 of the petition submits that the petitioner vide demand letter dated 27.06.2017, apprised the respondent about applicability of VAT on sale of apartment and requested them to make payment of the total amount of Rs.1,96,489/- within a period of 30 days. Thereafter, learned counsel also by making reference to para 18 of the petition submits that as per clause 75 of the Agreement, the dispute regarding non-payment of the outstanding amount was to be decided by a sole arbitrator. He, however, submits that since the petitioner nominee has become ineligible to act as an Arbitrator, therefore, the petitioner is unable to appoint any person to act as Sole Arbitrator.

Notice of motion.

On asking of the Court, Mr. Arun Singla, Advocate and Mr. Kuldeep Kohli, Advocate, appearing through video conferencing, accept notice on behalf of respondent. They, on instructions, submit that the respondent has no objection in case an Arbitrator from the Panel of Arbitrators is appointed.

After hearing learned counsel for the parties, Mr. BM Bedi, District and Sessions Judge (Retd.), is appointed as the Sole Arbitrator.

However, such appointment would be subject to the declaration to be made by Mr.BM Bedi, District and Sessions Judge (Retd.), 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.

A copy of the order be forwarded to Mr.BM Bedi, District and Sessions Judge (Retd.) at the given address:-

22, Sector-4,

Panchkula.

Landline No.0172-4173603

After seeking the convenience of the Arbitrator, the parties are directed to appear before him within one month.

The matter is disposed of in the above terms.

(GIRISH AGNIHOTRI)
JUDGE

21.01.2021

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Whether speaking/ reasoned:

Yes/No

Whether Reportable:

Yes/No