

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

215

**ARB No.141 of 2020 (O&M)
Decided on: 06.04.2021**

Affordable Infrastructure and Housing Projects Private Limited

... Petitioner

Versus

M/s Alchemy Web Private Limited

... Respondent

CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA

Present: Mr. Himesh Thakur, Advocate for
Mr. Pardeep Bajaj, Advocate for the petitioner.

Mr. Rahul Sharma, Advocate for the respondent.

(The proceedings have been conducted through video
conferencing, as per instructions.)

G.S. Sandhawal, J. (Oral)

The present petition has been filed under Section 11 (6) of the
Arbitration and Conciliation Act, 1996 for appointment of the Arbitrator.

The grouse of the petitioner is that the respondent had
approached it seeking grant of lease of premises and sub-lease dated
17.05.2019 (Annexure P-4) was executed for a period of 9 years with initial
3 years lock-in period. The dispute had arisen in March, 2020, as the
respondent had failed to discharge its obligation with regard to the sub-
lease.

It is the case of the petitioner that the Arbitration clause had
been invoked as per the Clause 9.1 of the sub-lease on 19.06.2020, whereby
the petitioner had nominated Shri H.S. Sahu, Practising Advocate based at
Jaipur as its Arbitrator for resolving the dispute.

The respondent in its reply dated 04.07.2020 (Annexure P-20)

had nominated Shri Vinod Kumar Maheshwari.

As per the terms of the agreement *inter se* the parties, the third Arbitrator was to be appointed, as two Arbitrators had already been appointed as nominated by the sub-lessee and sub-lessor. The said Arbitrators as such could not arrive at consensus regarding the said aspect as per the communication dated 21.08.2020 (Annexure P-21). It is in such circumstances, the present petition has been filed.

The Clause in question as per the agreement *inter se* which provides procedure as such for the third Arbitrator to be appointed reads as under:-

“9.1 The PARTIES shall attempt in the first instance to resolve any dispute of differences arising in any way or manner out of, in relation to or in connection with this SUB LEASE DEED by conciliation. If such dispute is not resolved through conciliation within thirty (30) days after commencement of discussion, the same shall be decided by the arbitration by three (3) arbitrators, one (1) to be appointed by the SUB LESSEE and one (1) to be appointed by the SUB LESSOR and the third to be appointed by the two (2) arbitrators. The decision of the arbitration tribunal shall be final and binding on the PARTIES. Arbitration proceedings will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be conducted in English Language. The venue and seat of the arbitration shall be at Gurugram.”

The said prayer as such for appointment of the third Arbitrator has not been opposed by filing any reply by the respondent. It is not disputed that Shri Vinod Kumar Maheshwari is a retired Additional District Judge, based at Gurugram and the property in

question is also located in Gurugram.

In such circumstances, this Court is of the opinion that Shri Ramendra Jain, retired Judge of this Court settled at Gurugram would be a suitable person as such to be appointed as third Arbitrator.

Counsel for the petitioner has also submitted that in another set of litigation Shri Ramendra Jain, is also the Presiding Arbitrator in the matter of M/s Censhare India Pvt. Ltd. Vs. Affordable Infrastructure and Housing Projects Pvt. Ltd.

Accordingly, the present petition is disposed of by appointing Shri Ramendra Jain as the 3rd Arbitrator with a request him to enter into reference at the earliest regarding the dispute in question alongwith two Arbitrators, who have already been appointed by the parties.

April 06, 2021
Naveen

(G.S. SANDHAWALIA)
JUDGE

Whether speaking/reasoned:

Yes/No

Whether Reportable:

Yes/No