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

**ARB No.218 of 2017 (O&M)  
Date of Decision: 17.11.2022**

**DEBESH KUMAR CHAUDHURI AND ANR**

**.....Petitioners**

**Vs**

**M/S UNITECH LTD**

**.....Respondent**

**CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH***

Present: Mr. Manoj Kumar Taya, Advocate for  
Mr. Harish Bhardwaj, Advocate  
for the petitioners.

None for the respondent.

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**RAJ MOHAN SINGH, J.(Oral)**

**[1].** The petitioners have preferred the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter to be referred as 'the Act') for the appointment of an independent Arbitrator to adjudicate the differences between the parties arising out of the agreement dated 08.10.2013.

**[2].** The petitioners have pleaded that the respondent-Company has committed breach of the Apartment Allotment Agreement dated 08.10.2013. The said agreement provides for arbitration as a mode for resolution of dispute between the

parties. Article 14 of the Apartment Allotment Agreement dated 08.10.2013 provides that all disputes, differences or disagreements arising out of, in connection with or in relation to this agreement, shall be mutually discussed and settled between the parties and if the dispute is not amicably settled, then the same will be finally decided by the Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

**[3].** The petitioners jointly booked a flat bearing No.1004 in Block No.D-2 at Unitech South Park, Gurugram on 08.10.2013 for a sale consideration of Rs.1.16 crores vide allotment letter dated 08.10.2013. The aforesaid allotment letter has a reference No.UL:RED:NRSU/00712 issued by the respondent in favour of the petitioners. The petitioners paid an amount of Rs.10 lakhs i.e. 10% of the total sale consideration vide cheque dated 10.10.2013 and the same was acknowledged by the respondent. At the time of booking of the flat, it was represented by the respondent that the project was approved by most of the leading Banks and there would be no difficulty in availing loan for purchasing the property. 80% of the sale consideration would be paid by the Bank under the financial agreement that the petitioners would enter into with the Bank. Only 10% would be required to be paid by the petitioners i.e. remaining amount

after paying the booking amount i.e. 10%.

[4]. The respondent raised a demand of Rs.79,286.00 on 12.11.2013 directing the petitioners to pay the said amount as a part of 10% of booking amount. Thereafter the respondent again raised a demand of Rs.53,96,191/- as per the payment plan. The dispute arose between the parties in view of subsequent communications for which the petitioner had to invoke the arbitration clause. Failure on the part of the respondent to adhere to the claim of the petitioners ultimately prompted the petitioners to file the present petition.

[5]. Notice of motion was issued on 01.09.2017. Service is complete. None appeared on behalf of the respondent on the previous dates. Till date reply has not been filed. The pleadings of the petitioners have gone unrebutted.

[6]. Keeping in view the facts and circumstances of the case, I hereby appoint Sh. S.P. Arora, Advocate R/o #716, Sector 7-C, Chandigarh, Mobile No.9501311333 as the sole Arbitrator, to resolve the dispute/difference between the parties. The appointment of the Arbitrator shall be subject to the declaration to be made by him as required under Section 12 of Arbitration and Conciliation Act, 1996 in respect of his independence and impartiality to settle the dispute between the

parties.

[7]. The Arbitrator would complete the proceedings within the specified time in terms of Section 29-A of the said Act. The Arbitrator shall be paid fee in accordance with the IVth Schedule of the Act as amended from time to time. The fee shall be borne by both the parties equally.

[8]. Venue of the Arbitration shall be the place to be disclosed by the Arbitrator according to his convenience.

[9]. A copy of this order be dispatched to the Arbitrator at the following address:-

Sh. S.P. Arora, Advocate  
R/o #716, Sector 7-C, Chandigarh,  
Mobile No.9501311333

[10]. Petition stands disposed of accordingly.

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|---------------------------|-------------------|
| November 17, 2022         | (RAJ MOHAN SINGH) |
| <i>Atik</i>               | JUDGE             |
| Whether speaking/reasoned | Yes/No            |
| Whether reportable        | Yes/No            |