

215

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

ARB No.4 of 2018(O&M)

Date of Decision: 06.12.2022

Rohit K Gupta

.....Petitioner

Vs

M/s Three C Shelters Pvt. Ltd.

.....Respondent

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

Present:Mr. Deevansh Khanna, Advocate for
Mr. Vaibhav Narang, Advocate
for the petitioner.

None for the respondent.

RAJ MOHAN SINGH, J.(Oral)

[1]. The petitioner has preferred this petition under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator for adjudication of the dispute arising out of Apartment Buyers Agreement dated 15.05.2013.

[2]. The respondent some time in the year 2012 approached the petitioner and represented the benefits of purchasing residential flats in its upcoming group housing colony named as 'Greenpolis', Sector-89, Manesar, Gurgaon.

The petitioner was assured that the project would be completed in a time bound manner and the project will be having a world class facility. The petitioner opted for a construction linked plan and after payment of an amount of Rs.8 lacs inclusive of service tax of Rs.23,979/- submitted his request for allotment for a residential unit. The application form for allotment categorically mentioned in Clause 11(a) that the possession of the residential unit in the project would be given within 36 months from the date of allotment. The allotment was made on 29.08.2012.

[3]. As per Clause 5.1 of the Apartment Buyers Agreement, the respondent undertook to make every endeavour to complete the construction of the apartment within 36 months with grace period of 6 months from the date of allotment of apartment. The construction was not completed within the time specified.

[4]. Vide mail dated 20.02.2017, the respondent informed the petitioner that the work site shall be commenced by the end of February, 2017 i.e. 25.02.2017. The project team is now geared up to regain the pace of construction.

[5]. Due to delay in completing the construction, which was apparently in violation of the terms and conditions of the Apartment Buyer Agreement, the petitioner invoked the arbitration Clause 10.2 for refund of his amount along with

interest. As against the total sale consideration of Rs.1,07,54,600/-, the petitioner has already deposited an amount of Rs.87,51,000/- till the notice of invocation dated 18.08.2017.

[6]. Notice of motion was issued on 12.01.2018. Till date, reply has not been filed by the respondent.

[7]. Today, none has appeared on behalf of the respondent. The pleadings of the petitioner on record have gone unrebutted.

[8]. In view of nature of claim made by the petitioner, I find that there exists a *bona fide* dispute between the parties and the same needs to be arbitrated by the Arbitrator.

[9]. In view of factual position, I deem it appropriate to appoint Sh. S.P. Singh, District and Sessions Judge (Retd.), House No.151 Tribune Mitra Vihar, Sector-29, Panchkula (Haryana), Mobile No.9416876888 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.

[10]. The Arbitrator would complete the proceedings within the specified time in terms of Section 29-A of the 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.

[11]. The seat of the Arbitration shall be disclosed by the Arbitrator as per his/her convenience.

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

Sh. S.P. Singh, District and Sessions Judge (Retd.),
House No.151 Tribune Mitra Vihar, Sector-29,
Panchkula (Haryana),
Mobile No.9416876888

[13]. Petition stands disposed of accordingly.

06.12.2022
Prince

(RAJ MOHAN SINGH)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No