

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB No. 159 of 2021(O&M).
Date of Decision:08.08.2022

M/s Censhare India Private Limited

.....Applicant

Versus

M/s Innovative Facility Solutions Private Limited and another

..... Respondents

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Tribhawan Singla, Advocate
for the applicant.

Mr. Vaibhav Narang, Advocate
for the respondents.

LISA GILL, J(Oral).

Prayer in this application under Section 11 of the Arbitration and Conciliation Act, 1996 (for short – ‘the Arbitration Act’), is for appointment of sole independent Arbitrator for resolution of disputes and differences arising between the parties out of the Maintenance and Service Agreement dated 01.09.2019, Annexure P-1.

Admittedly, dispute arose between the parties after execution of the Maintenance and Service Agreement dated 01.09.2019, Annexure P-1. Notice dated 03.12.2020, Annexure P-3, was served upon the respondents by the applicant invoking arbitration Clause no.17 of the Maintenance and Service Agreement dated 01.09.2019, Annexure P-1.

There is no denial of existence of an arbitral dispute between the parties or of the arbitration clause. Both the parties seek appointment of

sole Arbitrator at Gurugram for resolution of their dispute arising out of the Maintenance and Service Agreement dated 01.09.2019, Annexure P-1.

Learned counsel for the parties submit that premises in question were taken on lease vide agreement/registered sub lease dated 30.07.2018 executed between petitioner and respondent no.2 for a period of three years w.e.f., 05.01.2018 to 04.01.2021. Petitioner also executed a Tripartite Maintenance and Service Agreement dated 01.09.2019, Annexure P-1, with the respondents in respect to maintenance of the area which was leased out by respondent no.2, which is the subject matter of the present application. It is submitted that dispute arose in respect to the lease agreement. Petitioner invoked Section 9 of the Lease Agreement for initiation of arbitration proceedings. ARB No. 256 of 2020 filed by the petitioner for appointment of the third Arbitrator/Chairman of the Arbitration Tribunal, was disposed of as infructuous as it was agreed between the parties that Mr. Justice (Retired) Ramendra Jain, a former Judge of this High Court, be appointed as the third Arbitrator as is recorded in order dated 11.01.2021. It is submitted that present dispute arises out of the Maintenance and Service Agreement with the respondents regarding maintenance of the area, which was leased out by respondent no.2. Thus, learned counsel for the parties submit that Mr. Justice (Retired) Ramendra Jain, former Judge of this High Court and the third Arbitrator in the matter relating to the lease, be appointed as the Sole Arbitrator.

Keeping in view the consensus arrived at between the parties, Mr. Justice (Retired) Ramendra Jain, former Judge of this High Court, resident of House No. A-143, Sushant Lok (Umeed Marg) Block A, Phase-1, Gurgaon, mobile no. 9971288222, is appointed as the Sole Arbitrator to resolve all the dispute/differences between the parties arising out of the

Maintenance and Service Agreement dated 01.09.2019, Annexure P-1. Appointment is subject to declaration to be made by the Arbitrator under Section 12 of the Act with regard to his independence and impartiality to settle the disputes between the parties. Learned Arbitrator is to complete the proceedings within the time limit specified under Section 29-A of the Act. Learned Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.

A copy of this order be dispatched to Mr. Justice (Retired) Ramendra Jain, a former Judge of this High Court, at the following address:-

House No. A-143, Sushant Lok (Umeed Marg) Block A, Phase-1, Gurgaon, mobile no. 9971288222.

Application is accordingly disposed of.

08.08.2022
s.khan

[LISA GILL]
Judge

Whether speaking/reasoned : Yes/No.
Whether reportable : Yes/No.