

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CR-431-2023 (O&M)
Date of decision: 01.02.2023

RAJ DARBAR REALTY CREATIONS PRIVATE LIMITED

...Petitioner

VS

UNIFIED CREDIT SOLUTIONS PRIVATE LIMITED AND ANOTHER

...Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present : Mr. Ashish Chopra, Senior Advocate with
Mr. Gagandeep Singh, Advocate,
For the petitioner.

Mr. Ashish Aggarwal, Senior Advocate with
Mr. R.S. Randhawa, Advocate and
Mr. K.S. Kang, Advocate,
For respondent No.1.

ARUN MONGA, J. (ORAL)

At the request of learned Senior counsel appearing for petitioner, service upon respondent No.2 is dispensed with, at this stage.

2. Revision petition is directed against an order dated 20.12.2022, (Annexure P-1), passed by learned Civil Judge (Junior Division), Gurugram vide which in a suit for permanent injunction and mandatory injunction instituted by respondent No.1, application under Section 8 of Arbitration and Conciliation Act, 1996 filed by defendants (petitioner and respondent No.2), was dismissed.

3. *Apropos* previous Court order dated 23.01.2023, on resumed hearing today, it transpires that there is a credit balance of around Rs.70,000/- in the pre-paid meter installed at the premises in question and

thus respondent No.1 is though not in arrears of the dues arising out of electricity consumption, the dispute is with regard to certain arrears of maintenance charges which petitioner claims that respondent is in arrears. On the other hand, respondent claims that the purported maintenance arrears arise out of an earlier original maintenance agreement, which is being complied with by respondent but the outstanding is being reflected on the basis of a non-executed agreement, which is sought to be executed by petitioner as a supplementary/in addition to the original agreement.

4. Per contra, learned Senior counsel appearing for petitioner-company submits that no additional document/agreement is sought to be enforced and the maintenance arrears arise out of Clause 1.4 read with 1.5 of the Original Maintenance Agreement.

5. My attention has been drawn to an email dated 17.10.2022, which has been sent by representative of petitioner-company to that of respondent No.1-company asking that service (including electricity) will be operational post receiving the signed documents.

6. A hardcopy of the said document has been produced in course of the arguments.

7. Apart there from, it is considered expedient that in order to narrow down the controversy, disconnection of the electricity supplies, the arrangement of single power distribution between petitioner-Company and Dakshin Haryana Bijli Vitran Nigam Ltd., by virtue of which sub-meters are being installed, shall also be placed on record by the petitioner-company.

8. At this stage, learned Senior appearing for the petitioner insists that trial Court proceedings be stayed, which is strenuously being opposed by learned Senior counsel for respondent. Even I am also not inclined to

grant any stay since there is an alternative remedy of appeal available to assail the order impugned in the present proceedings under Section 37-A of the Arbitration Act.

9. Confronted, learned Senior counsel for petitioner under instructions submits that in case, no stay is being granted on the further trial proceedings, he would prefer to file an appeal than pursuing the present petition.
10. May do so. Disposed of accordingly.
11. Pending application(s) if any, shall also stand disposed of.

February 01, 2023	(ARUN MONGA)
vandana	JUDGE
Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No