



ARB-444-2022

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

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Date of Decision: 28.08.2024

Candor Gurgaon One Reality Projects Private Limited

...Applicant

Versus

Kayaan Marketing and Distribution Private Limited and another

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Vipul Joshi, Advocate and
Mr. Sultan Singh Sangha, Advocate for the applicant

Mr. Chetan Mittal, Senior Advocate with
Mr. Ivan Khosa, Advocate for respondent No.1

Mr. Brijeshwar Singh Kanwar,
Senior Panel Counsel for Union of India-respondent No.2

JAGMOHAN BANSAL, J. (Oral)

1. Through instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short '**1996 Act**'), the applicant is seeking appointment of an Arbitrator.

2. The applicant entered into lease deed dated 26.10.2017 (Annexure P-1) with the respondent. There is an arbitration clause in the lease deed. The execution of lease deed, arbitration clause in the lease deed and service of notice under Section 21 of 1996 Act is not disputed.

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3. Respondent No.1 filed a suit before Civil Court at Gurugram. During the pendency of suit, the matter came up before Additional District Judge, Gurugram who vide order dated 08.08.2024 (Annexure AA/4) allowed the appeal and held that application moved under Section 8 of 1996 Act deserves to be allowed and matter needs to be referred to Arbitrator.

4. Mr. Chetan Mittal, Senior Advocate appearing for respondent No.1, who is answering and contesting respondent, submits that he has no objection if an Arbitrator is appointed. He further submits that respondent may be granted liberty to raise all issues including that of jurisdiction before the Arbitrator.

5. Conditions to invoke power conferred by Section 11(6) of 1996 Act stand satisfied, thus, I hereby appoint a sole Arbitrator to adjudicate the dispute between the parties.

6. Mr. Justice Mahavir Singh Chauhan, Retired Judge of this Court, residing at House No.145, Near Jalvayu Towers, New Sunny Enclave, Sector 123, S.A.S. Nagar (Mohali), Punjab, Mobile Nos.9876097772 & 7986976351 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

7. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the Arbitrator at his convenience.

8. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.
9. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.
10. Needless to mention, parties would be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.
11. A request letter along with copy of this order be sent to Mr. Justice Mahavir Singh Chauhan.

(JAGMOHAN BANSAL)

JUDGE

27.08.2024

Mohit Kumar

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No