

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

273+274+275+284+285+104

ARB-545-2023
Date of Decision 21.11.2024

Pioneer Facility Management Limited

...Applicant

Versus

Manish Kumar and another

...Respondents

With

Sr. No.	Case No.	Applicant	Respondent(s)
2.	ARB-548-2023	Pioneer Facility Management Limited	Rohit Sood and another
3.	ARB-549-2023	Pioneer Facility Management Limited	Sudeep Agarwal and another
4.	CM-17823-CII-2024 IN ARB-102-2024	Pioneer Facility Management Limited	Subhash Chandra Arya and another
5.	CM-17802-CII-2024 IN ARB-106-2024	Pioneer Facility Management Limited	Sudhir Kumar Gupta and another
6.	CM-17803-CII-2024 IN ARB-105-2024	Pioneer Facility Management Limited	Ravi Kiran Kapoor and another
7.	CM-17804-CII-2024 IN ARB-104-2024	Pioneer Facility Management Limited	Rajeev Gupta and another
8.	CM-17812-CII-2024 IN ARB-99-2024	Pioneer Facility Management Limited	Vivek Singh and another
9.	CM-17800-CII-2024 IN ARB-281-2024	Pioneer Facility Management Limited	Harjit Singh Dhatt and another
10.	CM-17937-CII-2024 IN ARB-466-2023	Pioneer Facility Management Limited	Rakesh Dabas and another



CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Rajat Khanna, Advocate,
Mr. Vijay Pratap Singh, Advocate,
Mr. Balwan Singh, Advocate and
Mr. Vishal Saini, Advocate for the applicants
Mr. Rohit Gupta, Advocate for the respondents

JAGMOHAN BANSAL, J. (Oral)

ARB-545-2023, ARB-548-2023 & ARB-549-2023

1. As common issues are involved in the above captioned applications, the same are hereby disposed of by this common order. The facts for the sake of brevity and convenience are borrowed from *ARB-545-2023*.
2. Through instant application under Section 11 of the Arbitration and Conciliation Act, 1996 (for short '**1996 Act**'), the applicant is seeking appointment of an Arbitrator.
3. The parties entered into Facility Maintenance Services Agreement dated 19.02.2019 (Annexure P-1). A dispute erupted between the parties. There is an arbitration clause in the aforesaid agreement. The execution of agreement, arbitration clause in the agreement and service of notice under Section 21 of 1996 Act is not disputed.
4. Learned counsel for the respondent submits that tenure of the contract/agreement has expired. The respondents to show their *bona fide* have attempted to pay charges through Residents Welfare Association, however, the applicant has refused to accept the same which shows its act and conduct.

The applicant was supposed to hand over the possession of the complex to the



Residents Welfare Association which would maintain the same. In any case, the Arbitral Tribunal may be directed to consider this aspect.

5. The issues raised by respondents need to be answered by Arbitral Tribunal. The respondent is at liberty to raise all these issues before the Arbitral Tribunal and this Court is sanguine of the fact that Arbitral Tribunal would consider all the issues raised by the parties.

6. 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.

7. Mr. Arun Kumar Singal, District & Sessions Judge (Retd.), residing at #A-61, Second Floor, Palladians, Near Baani Square, Sector 47, Gurugram, Haryana, Mobile No.9991743666 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.

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

9. The Arbitrator is entitled to fee in accordance with the Fourth Schedule of the Act, as amended, however, he, in view of large number of respondents, is requested to take care of quantum of fee to be charged from the respondents.



ARB-545-2023 and connected matters

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10. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the 1996 Act.

11. 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.

12. A request letter along with copy of this order be sent to Mr. Arun Kumar Singal.

CM-17823-CII-2024 in ARB-102-2024; CM-17802-CII-2024 in ARB-106-2024; CM-17803-CII-2024 in ARB-105-2024; CM-17804-CII-2024 in ARB-104-2024; CM-17812-CII-2024 in ARB-99-2024; CM-17800-CII-2024 in ARB-281-2024; and CM-17937-CII-2024 IN ARB-466-2023

13. In view of afore-stated order passed in ***ARB-545-2023; Pioneer Facility Management Limited v. Manish Kumar and another***, the instant review applications deserve to be dismissed and accordingly dismissed.

(JAGMOHAN BANSAL)
JUDGE

21.11.2024
Mohit Kumar

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