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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 487/2024**

BHIKAJI MAINTENANCE COMBINE

.....Petitioner

Through: Col. Rakesh Kharb, Mr. Mukesh
Kumar, Ms. Meenakshi Sood, Advs.

versus

KUMAR ARUN PRABHAKAR

.....Respondent

Through: Mr. Sunil Prabhakar

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

15.07.2024

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the disputes between the parties.

2. The arbitration clause is clause 11 in the Maintenance Agreement dated 03.12.2004 in respect of the respondent's property No. A-404/05 of Som Datt Chambers-I, Bhikaji Cama Place, New Delhi-110066. The arbitration clause reads as under:

"11. Both parties to this Agreement namely, the Buyer and the B.M.C. agree and bind themselves that in the event of any dispute relating or connected with (however remote) this Agreement or in respect of the non-payment of bills or interest due or interpretation of any clause of this Agreement, the same shall be referred to the Promoter or its nominee for arbitration whose decision will be binding on both the parties and shall be carried out by them as the final adjudication of the said dispute."



3. The notice invoking arbitration was issued on 17.02.2022 and 23.02.2024.
4. Notice was issued in the matter and Mr. Sunil Prabhakar appears for Mr. Kumar Arun Prabhakar, being his elder brother and states that he has instructions in the matter.
5. Mr. Kharb, learned counsel for the petitioner states that even though the petitioner is very much within its right to claim the entire maintenance dues along with interest on default, however, in order to put a quietus to the matter, the petitioner is ready and willing to accept a sum of Rs. 2.5 lakhs in full and final settlement of all maintenance dues till 31.03.2024.
6. Mr. Prabhakar has handed over a cheque No. 128243 drawn on IDBI Bank dated 22.07.2024, which on presentation will be honoured.
7. On making the payment, the petitioner has no liability up to 31.03.2024, including interest, delayed payment, etc. vis-à-vis the above said property. Thereafter, the respondent shall pay the actual maintenance charges regularly.
8. With these directions, the petition is disposed of.

JASMEET SINGH, J

JULY 15, 2024/DM

Click here to check corrigendum, if any