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

+ **ARB.P. 800/2024**

SURYA MAINTENANCE AGENCY PVT LTDPetitioner
Through: **Mr Utsav Garg, Adv.**

versus

NIDHI JAINRespondent
Through: **None**

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH
ORDER
% **30.07.2024**

1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes arising between the parties in terms of Maintenance Agreement dated 16.06.2010 executed between the parties.
2. The arbitration clause is contained in Article 20.2 of the Agreement which reads as under:

“ARTICLE 20

ARBITRATION

20.1 All disputes, difference or disagreement arising out of, in connection with or in relation to this Agreement shall be mutually discussed and settled between the Parties.

20.2 All disputes, difference or disagreement arising out of, in connection with or in relation to this Agreement, which cannot be amicably settled, shall be finally decided by arbitration to be



held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Any arbitration pursuant hereunder shall be a domestic arbitration under the applicable law.

20.3 The venue of arbitration shall be Delhi and the language of arbitration shall be English.

20.4 That all the disputes differences between the parties or in respect of any matter with regard to rights, dues and liabilities of any of the parties, shall be settled by reference to Arbitration to a sole Arbitrator to be appointed by the Company as per provision of Arbitration and Conciliation Act, 1996, together with any statutory proceeding shall be held and conducted at Delhi.”

3. The petitioner is a specialized Mall Maintenance Company providing maintenance services in various complexes. The respondent is the purchaser/owner of the office/unit bearing no. G-26 in NDM-II, Plot No. D-1, 2 & 3 situated at Netaji Subhash Place, Delhi-110034.
4. The petitioner complied with its obligations under the Maintenance Agreement dated 16.06.2010 and the respondent failed to pay the maintenance charges. The petitioner thereupon issued legal-cum-demand notice dated 11.09.2023 and the notice invoking arbitration is dated 07.03.2024.
5. When the petition was filed and listed before the Court on 29.05.2024, this Court permitted the petitioner to take all steps for service upon the respondent through all modes including electronic.
6. Mr Garg, learned counsel for the petitioner has drawn my attention to the affidavit of service dated 18.07.2024 wherein the summons have been served on Mobile No. 9811814592. On checking the details of the mobile



number through ‘*truecaller*’, the number is of Sh. Sharad Jain. The Maintenance Agreement shows the respondent as the wife of Sh. Sharad Jain.

7. As per the service report of the process serving agency, the respondent is unserved at the given address as the premises were found locked.

8. In view of the Order V Rule 15 CPC, since the summons have been served on the adult member of the family, I am satisfied that the respondent is served. Despite service, there is nobody appearing for the respondent.

9. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

- i) Ms. Prabhsahay Kaur (Adv.) (Mob. No. 9810158581) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for



adjudication by the learned arbitrator.

- v) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

JULY 30, 2024

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[Click here to check corrigendum, if any](#)