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

+ **ARB.P. 985/2023**

BHIKAJI MAINTENANCE COMBINE Petitioner

Through: Mr. Mukesh Kumar, Ms. Meenakshi
Sood and Mr. Rakesh Kharb, Advs.
(M. 9811758592)

versus

MRS BIRHMWATI SINGH Respondent

Through: Mr. Nachiketa Suri and Mr. Aayush
Kapoor, Advs. (M. 9999748620)

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AND

+ **ARB.P. 986/2023**

BHIKAJI MAINTENANCE COMBINE Petitioner

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

versus

GAURAV PRIYA SINGH Respondent

Through: Mr. Nachiketa Suri and Mr. Aayush
Kapoor, Advs. (M. 9999748620)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **05.01.2024**

1. This hearing has been done through hybrid mode.
2. These two petitions arise out of the maintenance agreements dated 23rd August, 2005 and 8th May, 2007 between Petitioner- M/s. Bhikaji Maintenance Combine and the owners of two shops in the Bhikaji Cama Place *i.e.*, Respondent Nos. 1 & 2-Mrs. Birhwmwati Singh and Gaurav Priya Singh.
3. The Petitioner is a partnership firm engaged in the business of maintenance of common areas of the commercial buildings including its security, running/maintenance of lifts, power backup, housekeeping *etc.* The Petitioner and Respondents in the present case entered into maintenance



agreements dated 23rd August, 2005 and 8th May, 2007 for availing maintenance services for commercial shops.

4. The case of the Petitioner is that despite repeated requests by the Petitioner to the Respondents for paying overdue maintenance charges, the requisite charges have not been paid.

5. As per Clause 11 of the Maintenance Agreement it has been agreed that in case of any dispute between the parties the same shall be resolved through Arbitration. The said Clause 11 for dispute resolution between the parties reads as under:

“11. Both parties to this Agreement namely, the Buyer and the B.M.C. agreed and bind themselves that in the event of any dispute relating or connected with (howsoever 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.”

6. In view of the fact that there is no serious objection to the arbitration clause, and the same is not disputed, **Ms. Preeti Goel (9821761687), Advocate**, is appointed as the Sole Arbitrator. The arbitration proceedings shall be conducted under the aegis of the DIAC and the fees shall also be governed by the DIAC Rules. Parties to appear before the Sole Arbitrator on 11th March, 2024.

7. The petitions are disposed of accordingly.

PRATHIBA M. SINGH, J.

JANURARY 05, 2024/dk/ks