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

+ **ARB.P. 1071/2023**

BHIKAJI MAINTENANCE COMBINE Petitioner

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

versus

MUDRA ELECTRONICS LIMITED Respondent

Through: Mr. Nachiketa Suri, Mr. Sanyam
Rastogi and Mr. Gajendra Pal Singh,
Advs. (M. 9999748620)

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WITH

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ARB.P. 1072/2023

BHIKAJI MAINTENANCE COMBINE Petitioner

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

versus

MUDRA ELECTRONICS LIMITED Respondent

Through: Mr. Nachiketa Suri, Mr. Sanyam
Rastogi and Mr. Gajendra Pal Singh,
Advs. (M. 9999748620)

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AND

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ARB.P. 1073/2023

BHIKAJI MAINTENANCE COMBINE Petitioner

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

versus

MUDRA ELECTRONICS LIMITED Respondent

Through: Mr. Nachiketa Suri, Mr. Sanyam
Rastogi and Mr. Gajendra Pal Singh,
Advs. (M. 9999748620)



CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **25.01.2024**

1. This hearing has been done through hybrid mode.
2. These three petitions arise out of maintenance agreements dated 29th September, 1992, 9th August, 1991, and 1st October, 1997 between Petitioner- M/s. Bhikaji Maintenance Combine and the owners of three shops in the Bhikaji Cama Place *i.e.*, Mudra Electronics Limited.
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 29th September, 1992, 9th August, 1991, and 1st October, 1997 for availing maintenance services for commercial shops.
4. The case of the Petitioner is that despite repeated requests by the Petitioner to the Respondents to pay 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, **Ms. Preeti Goel (9821761687), Advocate**, is appointed as the Sole Arbitrator. The arbitration proceedings shall be conducted under the aegis of the DIAC and as per the rules of DIAC.
7. Parties to appear before the Sole Arbitrator on 11th March, 2024.
8. The petitions are disposed of accordingly.
9. Let a copy of the present order be emailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.

PRATHIBA M. SINGH, J.

JANUARY 25, 2024/dk/am