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

+ **ARB.P. 263/2025**

AJANTA BUILDERS PRIVATE LIMITEDPetitioner

Through: Ms. Sanjana Manchanda, Mr. Lavish
Soni, Advs.

versus

VIRENDER DHAKARespondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
19.03.2025

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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 arising out of the Maintenance Agreement dated 15.03.2019.

2. Clause 9.23 of the said agreement provides for arbitration and the same reads as under:

“9.23 Arbitration - In case of any dispute between the parties or any two or more of the parties in / "- respect of or touching the present agreement the same shall be referred for arbitration. The sole arbitrator shall be appointed by the Director of Clarion Properties Ltd. (Company). The venue of arbitration shall be at New Delhi and the language shall be English.”

3. The facts are that the petitioner is engaged in the business of providing maintenance services and facilities in real estate projects. The respondent is the owner of unit bearing no. B-417 on 4th Floor in Block No.



B ad measuring 671 square feet of Super Area in a project named “Element One” situated in sector 47 and 49 Gurugram, Haryana.

4. On 15.03.2019, a Maintenance Agreement was executed between the petitioner and the respondent for the purposes of maintenance of common facilities and services and other services with respect to the said project.

5. In pursuance of the Maintenance Agreement the petitioner provided maintenance services and accordingly, issued multiple invoices to the respondent with respect to maintenance charges. However, since the respondent did not pay the maintenance charges, the petitioner invoked arbitration vide legal notice dated 25.10.2024.

6. Hence, the present petition has been filed.

7. In the present petition, notice was issued on 06.02.2025.

8. As per the affidavit of service, the copy of the present petition has been sent to the respondent through speed post at House No. F-64, Galaxy Apartments, HBH, Sector – 43, Gurugram, Haryana – 122001, which is the address of the respondent given in the Maintenance Agreement. Further, the respondent has also been served through E-mail at dhakavs@gmail.com. The said email has not bounced back.

9. For the said reasons, I am satisfied that the respondent is served and despite service, nobody is appearing on behalf of the respondent. Since the disputes are pending between the parties, I am inclined to allowed the present petition.

10. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Ajay Vikram Singh (Advocate) (Mob. No. 9868632122) 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').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) 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.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
11. The present petition is disposed of in the aforesaid terms.
12. The affidavit of service of notice is taken on record.

JASMEET SINGH, J

MARCH 19, 2025/sp

Click here to check corrigendum, if any