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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1526/2025**
M/S CAREBLEND FACILITY MANAGEMENT PVT. LTD.
THROUGH ITS DIRECTOR - MR. INDRAKANT JHA

.....Petitioner

Through: Adv. Harsh Mohan Ojha

versus

CROSSING REPUBLIK INFRASTRUCTURE APARTMENT
OWNER ASSOCIATION THROUGH ITS PRESIDENT & ORS.

.....Respondents

Through: Adv Rahul Chaudhary and Adv
Shashi Kant Jha

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
19.12.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (*“the Act”*) seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the respondents approached the petitioner to avail the facility management services and subsequently parties entered into a Property Management Service Agreement dated 30.04.2023 under which the petitioner was to provide complete facility management services including security, housekeeping, horticulture, garbage disposal and water pumping operations.
3. The said Agreement contained an arbitration clause being Clause No. 19.1 which reads as under:-

“19.1 All disputes and differences arising out of or in



connection with the Agreement shall be referred for arbitration under the provisions of the then prevailing Indian Arbitration and Conciliation Act, 1996. The Parties agree that the seat of arbitration shall be at New Delhi and the arbitral proceedings shall be conducted by a sole arbitrator to be appointed by the Parties mutually within 15 (Fifteen) days from the date of the first recommendation for an arbitrator in written form from a Party the other Parry. If the Parties fail to decide on the sole arbitrator within stipulated period of 15 (Fifteen) days the sole arbitrator shall be appointed in accordance with the provisions of the then prevailing Indian Arbitration and Conciliation Act. 1996. The arbitration proceeding shall be conducted in the English language.”

4. The respondents issued termination notice dated 02.06.2024 to petitioner with a 90-day period to vacate and wrap up its operations from the premises of the respondents.
5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 29.09.2024 and thereafter filed the present petition.
6. Mr. Chaudhary, learned counsel appearing on behalf of the respondent has handed over a reply, wherein he states that the petitioner was negligent in performing services and in fact it is the respondent who has amounts due and payable by the petitioner. The reply is taken on record.
7. I am of the view that the same are concerning the merits of the dispute



which only the learned arbitrator can decide.

8. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Chand Chopra, Advocate (Mob. No. 9915907494 is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules 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.



10. The present petition is disposed of in the aforesaid terms.

DECEMBER 19, 2025 / (MS)

JASMEET SINGH, J