

218

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

ARB No.160 of 2020

Date of decision: February 16, 2021

M/s CRS Towers Pvt. Ltd.

.....Petitioner

Versus

Engineer A1. India Private Limited

.....Respondent

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present:- Dr. Anand Kumar Bishnoi, Advocate for the petitioner.

Mr. Praveen Gupta, Advocate for the respondent.

MAHABIR SINGH SINDHU, J

Present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'Act') for appointment/ Constitution of an independent Arbitral Tribunal to adjudicate the disputes between the parties.

Learned counsel for the sole-respondent has circulated through WhatsApp group the settlement agreement dated 09.02.2021 arrived at between the parties and print out of the same is taken on record as 'X'. Clauses 2 & 3 of the settlement being relevant are extracted as under:-

“2. That regarding the payment of maintenance charges by the Lessee to the Maintenance Agency following has been agreed:

i. That an amount of rupees 65,20,975/- (inclusive of all applicable taxes) is due towards the Lessee to be paid to the Maintenance Agency towards the maintenance charges from April 2020 till January 2021. The Lessee shall pay the aforesaid amount to the Maintenance Agency in terms of the payment schedule mutually agreed upon

between the Maintenance Agency and the Lessee and attached herewith as Annexure – 4, which shall be considered an integral part of this Settlement Agreement. That in consideration of the settlement arrived between the Parties, the Maintenance Agency has waived off, the interest accrued on the arrears of the maintenance charges. This waiver is subject to strict compliance with the payment schedule in accordance with Annexure – 4. In case of any default in the payment schedule of more than one month, the Maintenance Agency shall be entitled to claim the interest on arrears of maintenance charges, from the Lessee.

ii. The Lessee shall remain liable to make the payment of routine maintenance charges as they may accrue for the upcoming period of lease from February 2021 onwards.

iii. All payments shall be subject to applicable withholding taxes.

3. That in consideration of the present Agreement the Maintenance Agency shall withdraw the Arbitration Case number 160 of 2020 pending before the Hon'ble Punjab and Haryana High Court for appointment of an arbitrator under section 11 of the Arbitration and Conciliation Act, 1996 on or before the immediately next date of hearing. For this purpose the Maintenance Agency shall issue the necessary and requisite instructions to its Advocate.”

In view of the clause-3 extracted hereinabove, learned counsel for the petitioner wishes to withdraw the present petition.

Dismissed as withdrawn.

**(MAHABIR SINGH SINDHU)
JUDGE**

February 16, 2021

mahavir

Whether speaking/ reasoned: Yes/No

Whether Reportable: Yes/No