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

ARB-323-2023

Date of decision:-04.07.2024

Mr.Kush Raj Bhatia

...Petitioner

Versus

M/s DLF Power & Service Ltd.

...Respondent

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present : Mr.R.K. Handa, Advocate,
Mr.Dharam Bir Bhargav, Advocate,
Ms.Gauri Handa, Advocate,
Mr.Kulwinder Bhargav, Advocate and
Mr.J.S. Bains, Advocate
for the petitioner.

Mr.Tushar Sharma, Advocate
for the respondent.

SUVIR SEHGAL, J.(ORAL)

1. By way of instant petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short "the Act"), petitioner has approached this Court for appointment of an Arbitrator.

2. Mr.Handa, learned counsel for the petitioner submits that the petitioner is owner of commercial space and sale deed dated 08.07.2005, Annexure P1, was executed in his favour. He submits that the petitioner leased the premises to the respondent by deed dated 16.05.2011, Annexure P2, from 01.03.2011 to 30.06.2022. He submits that respondent terminated the lease vide legal notice dated 03.07.2020,



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Annexure P3 and as some lease amount, GST, etc. was due from the respondent, a dispute arose between the parties. Petitioner invoked the arbitration clause by serving a legal notice dated 19.04.2022, Annexure P6, proposing the name of the an arbitrator. In their response dated 24.05.2022, Annexure P7, the respondent contested the arbitrability of the dispute. He submits that the petitioner filed a petition before the High Court of Delhi for appointment of an arbitrator, which was rejected by judgment dated 12.10.2022, Annexure P8, holding that the seat of the arbitration is at Gurugram and the High Court at Chandigarh has the jurisdiction. Counsel submits that the petitioner remained unsuccessful in the review petition as well as in the SLP.

3. Upon notice by this Court, respondents have appeared and filed a response contesting the petition on the ground that the matter cannot be referred to an arbitrator as the petitioner has the remedy under the Haryana Urban (Control of Rent and Eviction) Act, 1973.

4. I have heard counsel for the parties and considered their respective submissions.

5. The lease deed between the parties and the arbitration clause are admitted. Petitioner has invoked the arbitration clause by serving a legal notice to the respondent. There exists a dispute between the parties, which requires to be referred for adjudication to an Arbitrator. However, it would be open to respondents to raise all the objections before the Arbitrator including that of arbitrability of the dispute.

6. Accordingly, petition is allowed. Mr. Justice (Retd.) Talwant Singh, a former Judge of Delhi High Court, r/o X-19, GF, Hauz



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Khas, Near NIFT Campus, New Delhi -110016, M: +919910384653 is requested to act as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements.

7. Parties are directed to appear before the learned Arbitrator on the date, time and place to be fixed and communicated by the learned Arbitrator at his convenience.

8. Parties will be at liberty to raise all the pleas/defences before the Arbitrator.

9. Needless to mention that all the questions arising between the parties in this matter will remain open for determination in the arbitration proceedings, and any observation made hereinabove will not be binding on the learned Arbitrator.

10. A request letter be sent to Mr. Justice (Retd.) Talwant Singh alongwith a copy of this order.

(SUVIR SEHGAL)
JUDGE

04.07.2024**Brij****Whether reasoned/speaking : Yes/No****Whether reportable : Yes/No**