

Neutral Citation No. **2024:PHHC:047807**

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

304

ARB-116-2023 (O&M)

Date of Decision:04.04.2024

Nimesh Sharma and another

... Petitioners

Vs

M/s M3M Lease Management
Services Pvt. Ltd. and another

.... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Raghav Sharma, Advocate for the petitioners.

Ms. Shruti Mandhotra, Advocate for
Mr. Kunal Dawar, Advocate for the respondents.

SUVIR SEHGAL, J. (ORAL)

CM-22237-CII-2023

1. Application is allowed, as prayed for.
2. Emails dated 18.05.2023 and 21.10.2023 are taken on record as Annexure A-9.

CM-22239-CII-2023

3. Application is allowed, as prayed for.
4. Rejoinder to the reply filed by the respondents is taken on record.

Main case

5. By way of the present petition filed under Section 11 (5) and (6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act'), petitioner has approached this Court for appointment of an independent Arbitrator to adjudicate the dispute between the parties arising out of the Facilitation Agreement dated 07.01.2022, Annexure A-2.

6. Upon notice, petition has been contested by the respondents by filing a reply wherein neither the Facilitation Agreement has been disputed nor there is any dispute about the provision for resolution of dispute by way of arbitration as contained in clause 10.6.2. Counsel for the respondent submits that the amount due to the petitioner has been paid. In particular, she has made a reference to order dated 25.01.2024 passed by this Court wherein this Court has recorded that Rs.9,65,610/-, after deducting TDS, has been electronically transferred to petitioners' bank account.

7. Controverting her stand, counsel for the petitioner submits that amount has been reverted back to the respondents as it is inadequate and not as per the agreement.

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

9. It is evident from the respective stand taken by the parties that there are differences between them and the petitioners have invoked the arbitration clause by serving notice dated 26.11.2022, Annexure A-7, to which respondents have responded by sending reply

Annexure A-8, denying the claim. As a dispute exists between the parties, prayer made in the petition deserved to be acceded to.

10. Petition is allowed.

11. Mr. Justice Bharat Bhushan Parsoon (Retd.), Former Judge of Punjab and Haryana High Court, House No. 3116, Sector 46, Gurugram, Mobile Nos. 09416393399, 09999688558 is requested to act as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements.

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

13. Needless to mention, parties will be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator.

14. A request letter along with a copy of this order be sent to Mr. Justice Bharat Bhushan Parsoon (Retd.)

04.04.2024
pooja saini

(SUVIR SEHGAL)
JUDGE

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No