**ARBITRATION NOTICE**

Date: …11.2019

To

M. Sudhakar Reddy,

K. Praveen Reddy,

Advocates

Flat No 204, 2nd Floor,

HI-Line Pratap apartments,

Kachiguda X Road,

Hyderabad-5000027.

TO,

Mazhar Mohammed Khursheed Ali

S/o Mohammed Khursheed Ali

R/o 10-3-291/1/a/2, Vijayanagar colony,

Hyderabad, Telangana.

**Sub**: notice for invoking arbitration proceedings in accordance with clause 22 of the Lease agreement Dated01.01.2019 entered by Biryani Ghar represented by Mohammed Imran Hassanand Mazhar Mohammed Khursheed Ali

**Ref**:

1. Lease deed agreement 01.01.2019
2. Notice to Biryani ghar dated 03.08.2019
3. Reply notice by Biryani Ghar dated 26.09.2019

Dear sir/madam,

We are addressing you for and behalf of Biryani Ghar represented by Mohammed Imran Hassan S/o Mohammed Hassan, having registered office at Shop No 102, 1st floor, MAPHAR’s M K ETERNAL, Guttala Begumpet village, Madhapur.and according to the instructions of our clients we write to you as under:

1. The rental agreement is made and executed on the 01.01.2019 at Hyderabad, Telangana state executed by Mazhar Mohammed Khursheed Ali S/o Mohammed Khursheed Ali , aged about 27 years, Occ: Business , R/o 10-3-291/1/a/2, Vijayanagar colony, Hyderabad, Telangana and M/s Biryani Ghar Foods,represented by Mohammed Imran Hassan S/o Mohammed Hassan aged 38 years, Occ: business, R/o H.no. 1-4-130/4/C/B, Mahabubnagar, Telangana.
2. My client denies the allegations raised against him that from date of entering into the lease agreement with your client he had never violated any clause or terms mentioned I the lease deed, however my client was able to pay the agreed lease amount that is RS.1,10,250/- per month without any delay and he is very prompt in paying the maintenance on monthly basis.
3. It is to submit that my client with absolute good faith had entered into the agreement, and further states that your client has no right or what so ever to terminate the tenancy of my client as there is appropriate arbitration clause mentioned in lease agreement in which it is clearly mentioned in clause 22 of lease agreement if any dispute arises between the parties as

“Any dispute arising between the parties herein regarding, the interpretation of any clause of the lease deed, the same shall be refered to Arbitration under Arbitration and conciliation Act, 1996.and the arbitrators shall be mutually selected and appointed by the said two arbitrators.’’

1. My client further states that instead of invoking the arbitration clause by my client with only intension of evicting my client from the scheduled property without any valid reasons and proper negotiations. My client further instructs that his deposit of RS. 6 lakhs is been with your client as advance deposit. Wherein without stating the same and manipulating the true facts.
2. The pursuant to clause 22 of the lease agreement we serve on you this notice invoking Arbitration proceedings to resolve all disputes pertaining to the payments due to our client.as per the contemplated under the Act, we hereby suggest to nomination ……………………………… as sole arbitrator.
3. Our clients hereby call upon you to reply to this notice for appointment of an arbitrator within 14 days from the date of this notice by communicating your consent for the appointment of the arbitrator. In the event of failure to accept the appointment, our clients will be considered to initiate proceedings in this regards.

It is further submitted that your client may come up with arbitration to settle this dispute.

Regards

E. Venkata Siddhartha

Advocate.

Villa No.5, Prajay Medows,

Road No.12, Bhanjara Hills,

Hyderabad-500006.