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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 54/2017**

LEASEPLAN INDIA (P)LTD

..... Petitioner

Through Mr Paritosh Budhiraja, Advocate with
Ms Surabhi Maheshwari, Advocate.

versus

UNITECH LIMITED

..... Respondent

Through

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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15.03.2017

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act') praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to the Master Lease Agreement dated 30.07.2007. The said agreement contains an arbitration clause which reads as under:-

"15.7 Arbitration Clause

In the event of any dispute or difference arising between the parties concerning the meaning or interpretation of these presents or the rights and obligations of the parties, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held at New Delhi and the proceedings shall be in the English language."

2. It is the petitioner's case that it had leased certain vehicles to the

respondent, however, the respondent has failed to pay the lease rentals as agreed. In view of the above, the petitioner sent a notice dated 07.12.2016 calling upon the respondent to pay the dues along with interest failing which the disputes would be referred to arbitration. The petitioner also suggested names of three arbitrators; however, it is stated that the petitioner did not receive any response to the said notice.

3. In view of the above and as there is no dispute to the existence of the arbitration clause, an arbitrator is required to be appointed. Accordingly, Mr. N Ganapathy, Senior Advocate (Mobile No. +91 9810069988) is appointed as the sole arbitrator to adjudicate the disputes between the parties. This is subject to the arbitrator making the necessary disclosure under Section 12 of the Act and not being ineligible under Section 12(5) of the Act. The arbitrator's fees shall be fixed in consultation with the counsel for the parties and having regard to schedule IV to the Act. The parties are at liberty to approach the arbitrator for further proceedings.

4. The petition is disposed of.

VIBHU BAKHRU, J

MARCH 15, 2017

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