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

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Judgment reserved on: 11.04.2023
Judgment pronounced on: 17.04.2023

+ **ARB.P. 432/2022 & IA No.14071/2022**

CARS24 SERVICES PRIVATE LIMITED THROUGH ITS
AUTHORIZED REPRESENTATIVE MR GAURANG SAXENA
..... Petitioner

Through: Mr. Arjun Mitra, Mr. Hashal Arora
and Mr. Rishab Raj Jain, Advs.

versus

RANJEET SINGH JINDAL & ANR. Respondents

Through: Ms. Avnish Ahlawat, Mr. Apoorva
Misra, Mr. N.K. Singh, Ms. Palak
Rohmetra, Ms. Laavanya Kaushik
and Ms. Aliza Alam, Advs. for

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

J U D G M E N T

IA No.5385/2022 (Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

IA No. 5386/2022 (delay in re-filing the petition)

3. For the reasons stated in the application, the same is allowed and the delay of 73 days in re-filing the petition is condoned.
4. The application stands disposed of.

ARB.P. 432/2022

5. The present petition filed under Section 11 of the Arbitration & Conciliation Act, 1996 seeks appointment of a sole arbitrator to adjudicate the disputes between the parties.

6. The disputes between the parties have arisen in the context of Lease Deed dated 25.01.2019. The disputes are, *inter-alia*, on account of alleged unpaid arrears/monetary claims under the aforesaid lease deed.

7. The arbitration clause as incorporated in the aforesaid lease deed dated 25.01.2019, reads as under: -

“In case of any difference and/or dispute arising out of the interpretation and for subsistence or concurrence of the present agreement shall be mutually and amicably settled between the parties within a period of 15 (Fifteen) days from the reference of any such difference and/or dispute by the aggrieved party to the other.

In case, the said difference and/or dispute and/or any part thereof is not Resolved Jy the parties mutually then the same and/or any part of the same shall be referred to an Arbitration Tribunal consisting of an Arbitrator to be appointed mutually by the Lessee and the Lessor. The decision and award of the said Arbitration Tribunal shall be final and binding upon the parties. The venue shall be New Delhi/Delhi and language shall be English.”

8. The petitioner while seeking to terminate the aforesaid Lease Deed vide Termination Notice dated 20.06.2019, sought to unilaterally appoint a Sole Arbitrator. The same was objected to by the respondent vide communication dated 25.06.2019.

9. After some hearing, respective counsel for the parties are in agreement that an independent sole arbitrator be appointed to adjudicate the disputes between the parties.

10. In the circumstances, Mr. Saurabh Seth, Advocate (Mobile No.: 9811393402) is appointed as the Sole Arbitrator to adjudicate the disputes

between the parties.

11. It is further agreed between the parties that the Arbitration be held under the aegis of and as per the Rules of the Delhi International Arbitration Centre (DIAC). It is directed accordingly.

12. The respondent shall be entitled to raise preliminary objections as regards jurisdiction/arbitrability/limitation which shall be decided by the learned sole arbitrator in accordance with law.

13. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Sole Arbitrator on their merits.

14. Needless to say, nothing in this order shall be construed as an expression of opinion of this court on the merits of the dispute between the parties.

15. The present petition stands disposed of in the above terms along with the pending application.

SACHIN DATTA, J.

APRIL 17, 2023/cl

