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

+ **ARB.P. 347/2023**

M/S LEASE PLAN INDIA PRIVATE LIMITED Petitioner

Through: **Mr. Akhilesh Pradhan, Adv.**

versus

M/S AARNA INTERNATIONAL Respondent

Through: **None.**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

10.01.2024

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1. By way of the present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the '*A&C Act*'), the petitioner seeks appointment of an Arbitral Tribunal comprising of a sole arbitrator, to adjudicate the disputes between the parties.
2. Learned counsel for the petitioner submits that the parties had entered into a Lease Agreement bearing No SME 300344 and an Agreement for Fleet Management Services bearing No. FMS 600096 dated 23.08.2021, vide the petitioner has leased out a vehicle/car MG Hector registration bearing No UP16PJ7514 on a monthly rental of Rs.42,470/-. Learned counsel submits that the respondent is neither paying rent nor has returned the vehicle.
3. It has further submitted that the agreement contains the arbitration clause 9.2 provides that the place of arbitration would be at Delhi



which reads as under;

"9.2 (i) Arbitration: All disputes, differences, claims and demands arising under or pursuant to or concerning this Agreement shall be referred to Arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory amendment or re amendment or re-enactment thereof, subject to following rules:

(a) Arbitration shall be conducted by a sole arbitrator to be appointed by LPIN

(b) The language of arbitration shall be English and place of Arbitration shall be Delhi.

(c) The respective costs of arbitration shall be borne equally by the parties in the first instance; however, the successful party shall be entitled to the costs of arbitration including legal and recovery costs.

(d) The award shall be a speaking award and shall be binding on the parties."

4. Disputes having arisen between the parties, the petitioner invoked arbitration vide notice dated 31.12.2022 which was duly served upon the respondent. However, the respondent did not respond to the same. Pursuant to this, the present petition was filed. The respondent was served through ordinary means and has finally been served by way of publication in the newspaper Statesman (English edition) and Veer Arjun (Hindi edition) both dated 23.12.2023. The claim amount is stated to be Rs.21,88,944/-.
5. Considering the facts and consent of the petitioner, the present petition is disposed of with the following directions:
 - i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.



ii) Mr. V. K. Gupta, Former Principal District & Sessions Judge, Mob. No.991038470) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the A&C Act or as the parties may agree.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

vi) The parties shall approach the learned arbitrator within two weeks from today.

6. In view of the above, the petition stands disposed of.

DINESH KUMAR SHARMA, J

JANUARY 10, 2024

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