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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 393/2024****HYUNDAI MOTOR INDIA LTD.**

.....Petitioner

Through: Mr. Rishi Kapoor and Mr.
Prashant Arora, Advs.

versus

MR. MANEESH BAWA

.....Respondent

Through: Mr. Arvind Bhatt, Ms. Ritika
Choubey and Ms. Swastika Singh, Advs.**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (ORAL)****05.09.2024**

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act 1996¹ seeking reference of disputes between the parties to arbitration.

2. The dispute arises in the context of a Lease Deed dated 27 August 2020, which, by the following clause, envisages resolution of disputes by arbitration:

“7. In the event of any dispute or difference arising between the LESSOR and the LESSEE hereto concerning or relating to the liability or obligation on the part of any of the parties hereto, they shall resolve the same by negotiations and in the event that no resolutions are reached by negotiation, the same shall be referred to sole arbitrator appointed by the mutual consent of the parties. The award passed by him shall be final and binding on both the parties. All provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications thereof for the time being in force shall apply accordingly. The arbitration shall be conducted in Delhi.”

¹ “the 1996 Act”, hereinafter



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3. Disputes having arisen between the parties, the petitioner addressed a Section 21 notice to the respondent on 26 April 2023, seeking reference of the dispute to arbitration.

4. Though learned Counsel for the respondent submits that a reply was tendered by his client to the petitioner, Mr. Kapoor, learned Counsel for the petitioner, submits that his client did not receive any reply.

5. Be that as it may, there is no consensus in the matter of appointment of arbitrator to arbitrate on the dispute.

6. The existence of an arbitration agreement between the parties is not in dispute.

7. Applying the recent decision of the Supreme Court in ***SBI General Insurance Co Ltd v Krish Spinning***², this Court has necessarily to appoint an arbitrator.

8. Accordingly, this Court refers the dispute to Delhi International Arbitration Centre (DIAC) to appoint a suitable arbitrator to arbitrate on the disputes.

9. The arbitration shall take place under the aegis of the DIAC and would abide by its rules and regulations.

² 2024 SCC OnLine SC 1754



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10. The arbitrator shall be entitled to charge fees in accordance with the schedule of fees maintained by the DIAC.

11. The learned arbitrator is also requested to file requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on the reference.

12. The petition is allowed to the aforesaid extent.

C. HARI SHANKAR, J.

SEPTEMBER 5, 2024

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Click here to check corrigendum, if any