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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 590/2024**

M/S. SINGH FINLEASE PVT. LTD. Petitioner
Through: Mr. Murari Kumar, Ms. Lisha Saha &
Mr. Shiv Shankar, Advs. (M:
9212515045)

versus

ARUN KUMAR MISHRA & ANR. Respondents
Through: Mr. Anuj Kumar, Mr. Sachin Hitkari,
Mr. Md. Mohsin Alam, Mr. Kaavish
Mohsin, Mr. Ravinder Kumar Bhola,
Ms. Bhavna Sharma, Ms. Gauri
Mehta, Mr. Abhishek Sharma, Mr.
Rohit Sharma, Mr. Sanjay Singh, Ms.
Ashima Khatri & Ms. Pooja Dahiya,
Advs. (M: 9013008424)

3 **WITH**
+ **ARB.P. 591/2024**

M/S. SINGH FINLEASE PVT. LTD. Petitioner
Through: Mr. Murari Kumar, Ms. Lisha Saha &
Mr. Shiv Shankar, Advs.

versus

ARUN KUMAR MISHRA & ORS. Respondents
Through: Mr. Anuj Kumar, Mr. Sachin Hitkari,
Mr. Md. Mohsin Alam, Mr. Kaavish
Mohsin, Mr. Ravinder Kumar Bhola,
Ms. Bhavna Sharma, Ms. Gauri
Mehta, Mr. Abhishek Sharma, Mr.
Rohit Sharma, Mr. Sanjay Singh, Ms.
Ashima Khatri & Ms. Pooja Dahiya,
Advs.

4 **WITH**
+ **ARB.P. 592/2024**

M/S. SINGH FINLEASE PVT. LTD. Petitioner
Through: Mr. Murari Kumar, Ms. Lisha Saha &
Mr. Shiv Shankar, Advs.



versus

MARKNDAY SHARMA & ORS. Respondents
Through: Dr. Rao, Adv.

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WITH
ARB.P. 593/2024

M/S. SINGH FINLEASE PVT. LTD. Petitioner
Through: Mr. Murari Kumar, Ms. Lisha Saha &
Mr. Shiv Shankar, Adv.

versus

MARKNDAY SHARMA & ORS. Respondents
Through: Dr. Rao, Adv.

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WITH
ARB.P. 594/2024

M/S. SINGH FINLEASE PVT. LTD. Petitioner
Through: Mr. Murari Kumar, Ms. Lisha Saha &
Mr. Shiv Shankar, Adv.

versus

ARUN KUMAR MISHRA & ORS. Respondents
Through: Mr. Anuj Kumar, Mr. Sachin Hitkari,
Mr. Md. Mohsin Alam, Mr. Kaavish
Mohsin, Mr. Ravinder Kumar Bhola,
Ms. Bhavna Sharma, Ms. Gauri
Mehta, Mr. Abhishek Sharma, Mr.
Rohit Sharma, Mr. Sanjay Singh, Ms.
Ashima Khatri & Ms. Pooja Dahiya,
Adv.

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WITH
ARB.P. 595/2024

M/S. SINGH FINLEASE PVT. LTD. Petitioner
Through: Mr. Murari Kumar, Ms. Lisha Saha &
Mr. Shiv Shankar, Adv.

versus



KHURSHAID & ANR.

..... Respondents

Through:

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WITH

+

ARB.P. 596/2024

M/S. SINGH FINLEASE PVT. LTD.

..... Petitioner

Through: Mr. Murari Kumar, Ms. Lisha Saha &
Mr. Shiv Shankar, Advs.

versus

M/S. CHANAKYA INSTITUTE PVT. LTD. &
ORS.

..... Respondents

Through: Mr. Anuj Kumar, Mr. Sachin Hitkari,
Mr. Md. Mohsin Alam, Mr. Kaavish
Mohsin, Mr. Ravinder Kumar Bhola,
Ms. Bhavna Sharma, Ms. Gauri
Mehta, Mr. Abhishek Sharma, Mr.
Rohit Sharma, Mr. Sanjay Singh, Ms.
Ashima Khatri & Ms. Pooja Dahiya,
Advs.

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AND

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ARB.P. 597/2024

M/S. SINGH FINLEASE PVT. LTD.

..... Petitioner

Through: Mr. Murari Kumar, Ms. Lisha Saha &
Mr. Shiv Shankar, Advs.

versus

M/S. CHANAKYA INSTITUTE PVT. LTD. &
ORS.

..... Respondents

Through: Mr. Anuj Kumar, Mr. Sachin Hitkari,
Mr. Md. Mohsin Alam, Mr. Kaavish
Mohsin, Mr. Ravinder Kumar Bhola,
Ms. Bhavna Sharma, Ms. Gauri
Mehta, Mr. Abhishek Sharma, Mr.
Rohit Sharma, Mr. Sanjay Singh, Ms.
Ashima Khatri & Ms. Pooja Dahiya,
Advs.



CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% 21.05.2024

1. This hearing has been done through hybrid mode.
2. The present eight petitions have been filed by the Petitioner- M/s Singh Finlease Pvt. Ltd. under Section 11(6) of the Arbitration and Conciliation Act, 1996 (*hereinafter, '1996 Act'*) seeking appointment of a Id. Sole Arbitrator in terms of various Loan Agreements executed between the parties.
3. As per the Petitioner, the Respondents in each of the petitions availed loan facilities vide different Loan Agreements, but failed to repay the same. There are substantial outstanding amounts yet to be paid on behalf of the Respondents.
4. Id. Counsel for the Petitioner submits that there is an arbitration clause being Clause 21 and 22.1 in each of the Loan Agreements as per which, the seat of arbitration is Delhi and a Id. Sole Arbitrator is to be appointed for adjudication of disputes.
5. The table produced below gives the background details of the different petitions filed before this Court, and especially the date of the notice invoking arbitration in terms of Section 21 of the 1996 Act:

<i>Arbitration Petition</i>	<i>Respondents</i>	<i>Date of the Loan Agreement</i>	<i>Arbitration Clauses of the Loan Agreement</i>	<i>Amount of the Loan Facility</i>	<i>Date of the Invocation Notice under Section 21 of the 1996 Act</i>
<i>ARB.P.</i>	Respondent No.	14 th June,	Clauses 21	Rs. 1.35	13 th



590/2024	1-Arun Kumar Mishra Respondent No. 2- Deepti Sharma	2023	and 22.1 of the Loan Agreement	crores	January, 2024
ARB.P. 591/2024	Respondent No. 1- Arun Kumar Mishra Respondent No. 2- Mrs. Deepti Sharma	7 th October, 2022	Clause 21 of the Loan Agreement	Rs. 25 lakhs	13 th January, 2024
ARB.P. 592/2024	Respondent No. 1-Markanday Sharma Respondent No. 2-Mrs. Aarti Sharma Respondent No. 3-M/s. Camric Enterprises	21 st March, 2019	Clauses 21 and 22.1 of the Loan Agreement	Approx. Rs. 8.02 lakhs	7 th April, 2022
ARB.P. 593/2024	Respondent No. 1-Marknday Sharma Respondent No. 2-Mrs. Aarti Sharma Respondent No. 3-M/s. Camric Enterprises	21 st March, 2019	Clauses 21 and 22.1 of the Loan Agreement	Approx. Rs. 8.02 lakhs	7 th April, 2022
ARB.P. 594/2024	Respondent No. 1-Arun Kumar Mishra Respondent No. 2-	2 nd November, 2022	Clauses 21 and 22.1 of the Loan Agreement	Rs. 1.20 crores	13 th January, 2024



	Deepti Sharma Respondent No. 3-Vishal Mishra				
ARB.P. 595/2024	Respondent No. 1-Khurshaid Respondent No. 2-Shabanam	7 th April, 2022	Clause 21 of the Loan Agreement	Rs. 42 lakhs	6 th October, 2023
ARB.P. 596/2024	Respondent No. 1-Chanakya Institute Pvt. Ltd. Respondent No. 2-Arun Kumar Mishra Respondent No. 3-Deepti Sharma	2 nd November, 2022	Clause 21 of the Loan Agreement	Rs. 95 lakhs	13 th January, 2024
ARB.P. 597/2024	Respondent No. 1-Chanakya Institute Pvt. Ltd. Respondent No. 2-AK Mishra Communications Pvt. Ltd. Respondent No. 3-AK Mishra Art of Success Respondent No. 4- Arun Kumar Mishra Respondent No. 5-Deepti Sharma	10 th September, 2022	Clause 21 of the Loan Agreement	Rs. 1.05 crores	13 th January, 2024



6. It is case of the Petitioners that in each of petitions, the Respondents have not replied to the notice invoking arbitration, and hence the present petitions seeking appointment of the sole arbitrator.

7. Vide order dated 7th May, 2024, notice was issued to all the Respondents. All the Respondents have been served in these matters through email.

8. Mr. Rao, Id. Counsel for the Respondents in **ARB.P.592/2024 & 593/2024**, submit that his clients are willing to settle the dispute with the Petitioner. Further, Mr. Anuj Kumar, Id. Counsel for the Respondents in **ARB.P.590/2024, ARB.P.591/2024, ARB.P.594/2024, ARB.P.596/2024 ARB.P.597/2024** also submits that his clients are also willing to settle.

9. Considering that it is a simple Loan Agreement(s) where the repayments have not been made by the Respondents and no reply has been filed by the Respondents to the said notices, the Court deems it appropriate to appoint one single Id. Sole Arbitrator, who can enter reference in all these cases. Accordingly, considering the submissions made, the following directions are issued in these matters:

- (i) All the Respondents are free to contact the Petitioner for the purpose of settlement, if required, even through counsel, whose name and contact number appears above.
- (ii) **Ms. Ruchi Sindhwani, Advocate [M: 9811533510]**, is appointed as the Id. Sole Arbitrator to enter reference in respect of all the eight petitions. If the parties settle their disputes by 31st July, 2024, the Id. Sole Arbitrator shall not enter reference and the mandate shall stand terminated. If there is no settlement, the arbitral proceedings shall commence under the aegis of the Delhi



International Arbitration Centre (*hereinafter*, 'DIAC'). The arbitration proceedings shall take place under the aegis of the DIAC. The arbitration proceedings shall be conducted under the Rules of DIAC. The fee of the Id. Sole Arbitrator shall be as per the Fourth Schedule of the 1996 Act, as amended by the DIAC Rules, 2023.

10. List before the DIAC on 6th August, 2024. Let a copy of the present order be emailed to Coordinator, DIAC on the email id- delhiarbitrationcentre@gmail.com.

11. All the petitions are disposed of in the above terms.

PRATHIBA M. SINGH, J.

MAY 21, 2024/dk/dn