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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1042/2022

M/S LEASE PLAN INDIA PRIVATE LIMITED Petitioner

Through: Mr. Akhilesh Pradhan, Adv.

versus

**M/S RIVERSTONES SECURE SERVICES LLP &
ORS.**

..... Respondents

Through: None.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% 22.04.2024

1. This hearing has been done through hybrid mode.
2. The present petition has been filed on behalf of the Petitioner-M/s Lease Plan India Pvt. Ltd. under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole arbitrator.
3. The dispute arises out of a lease agreement and an agreement for fleet management services, dated 28th November, 2018 (*hereinafter, 'Agreements'*). The Agreements were entered into between the Petitioner and the Respondent No.1-M/s Riverstones Secure Services LLP of which the Respondent No.2-Mr. Aarnav Sharma and Respondent Nos. 3-Ms. Kamini Sharma are partners.
4. It is stated that as per the Agreements, the Respondent had engaged the services of the Petitioner for providing a vehicle and management services for the same. According to the Petitioner, the Petitioner acquired one vehicle-ISUZU D-MAX V-CROSS HIGH 4X4D in November, 2018. The same was given to the Respondent for a 60 months lease on



consideration of Rs. 45,054/- per month.

5. The Respondent returned the vehicle in February, 2022 i.e. prior to the lease period being completed, in view of which it is claimed that loss was caused to the Petitioner. Subsequently, a legal notice dated 23rd April, 2022 was sent by the Petitioner on 25th April, 2022 calling upon the Respondent to comply and agree for arbitration per Article 9.2 of the Lease Agreement dated 28th November, 2018. However, no reply to the said legal notice.

6. The present petition was then filed by the Petitioner. Notice was issued in this petition on 5th September, 2022. The Respondent was duly served, however, no reply has been filed as recorded in the order of the Joint Registrar on 28th March, 2024.

7. Since the Respondent has been served and chosen not to appear, the Court proceeds with the matter. The arbitration clause in the contract 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

(II) Jurisdiction:

Subject to 9.2 (i), the laws of India shall govern this Agreement. The courts in New Delhi shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this Agreement.”

8. The seat of arbitration is in Delhi as per the above clause. Accordingly, Mrs. Rajdipa Behura, Advocate (M:9811533814) is appointed to adjudicate the disputes between the parties. The arbitration shall take place under the aegis of the Delhi International Arbitration Centre (‘DIAC’). The fee of the Id. Sole Arbitrator shall be paid in terms of the 4th Schedule of the Act as amended by DIAC Rules, 2023.

9. The Id. Sole Arbitrator shall enter reference on 8th July, 2024.

10. Let a copy of the present order be emailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.

11. The petition is disposed of. All pending applications are also disposed of.

PRATHIBA M. SINGH, J

APRIL 22, 2024

dj/rks