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

+ **O.M.P.(I) (COMM.) 274/2022 & I.A. 15579/2022**

**M/S SMAS AUTO LEASING INDIA
PRIVATE LIMITED**

..... Petitioner

Through: Mr. Udit Sharma and Mr. Bhuvnesh
Satija, Advs. (M. 8178530049)

versus

**M/S KARTHIK TRAVELS
PRIVATE LIMITED**

..... Respondent

Through: None.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **04.01.2024**

1. This hearing has been done through hybrid mode.
2. **I.A. 15579/2022** is an application under Section 9 of the Arbitration and Conciliation Act, 1996.
3. The Petitioner -M/S. SMAS Auto Leasing India Private Limited had leased five vehicles to the Respondent - M/S. Karthik Travels Private Limited - the details of which are as under:

S.No	Vehicles Model Name	Registration No.
i.	Mercedes-Benz E 220 D	PY01CU0457
ii.	BMW 520D	PY01CU6999
iii.	Toyota Innova Crysta 2.4 G	PY01CT7537
iv.	Toyota Innova Crysta 2.4 G	PY01CT7542
v.	Toyota Innova Crysta 2.4 G	PY01CT7598



4. It is stated that the Petitioner had entered into a Master Lease Agreement dated 14th November, 2018 (*hereinafter*, '*the Agreement*') for provision of vehicles on operating lease basis and the 'Fleet Management Services' (*hereinafter*, '*FMS*'). In the present case, the Petitioner had received vehicle request letters from the Respondent in respect of five vehicles under the terms of the said Agreement. In furtherance of its obligations under the Agreement, the Petitioner provided the above stated vehicles and extended the 'fleet management services' to the Respondent. In exchange for the services, the Respondent was to pay an amount of Rs. 2,88,987.49 /- (approx.) (Rupees Two Lakh Eighty Eight Thousand Nine Hundred Eighty Seven and Forty Nine Paisa Only) as monthly consideration for rendition of the lease rental and Rs. 73,069.25/(approx.) (Rupees Seventy Three Thousand Sixty Nine and Twenty Five Paisa Only) towards monthly charges for the fleet management services, in respect of all leased vehicles. The payments were required to be discharged on a monthly basis as per the agreement.

5. However, there was a default which was committed by the Respondent in respect of payments as per the contractual framework agreed between the parties leading to termination of the lease agreement. The Petitioner had sent legal notices on 14th May, 2022 and 15th June, 2022 to the Respondent. However, since there was no response from the Respondent, the Petitioner was constrained to exercise its rights under the agreement, to terminate the contractual relationship between the parties.

6. The present petition was filed by the Petitioner seeking handing over of the possession of five vehicles. The matter was referred to mediation vide



order dated 13th January 2023. According to Id. Counsel for the Petitioner in respect of four vehicles except the BMW 520D, the dispute has been resolved and some payments have also been made through financiers who were produced by the Respondent. Only the issue relating to one vehicle remains unresolved.

7. There is no appearance on behalf of the Respondent. The Respondent is well aware of the pendency of these proceedings. The Court is satisfied that the Petitioner is entitled to take possession of the above stated vehicle and is also inclined to appoint a Receiver.

8. Accordingly, considering similar orders that have been passed under similar facts in respect of the Petitioner, Mr. Arun Nayak, General Manager, Commercial Vehicle Sales [Tel:- +91 9999484900, email:- arun.nayak@smasindia.com], is appointed as the receiver to take possession of the vehicle BMW 520D. The receiver shall be at liberty to seek assistance of the police authorities for taking possession of the vehicle. The vehicle shall be held by the receiver. The Petitioner shall bear the expenses for moving and parking the vehicle, including maintenance charges in the first instance.

9. The present order shall continue till the Arbitral Tribunal is constituted and any order is passed by the Arbitral Tribunal in respect of these vehicles. The parties are given liberty to approach the Arbitral Tribunal for any modification of this order.

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

PRATHIBA M. SINGH, J.

JANURARY 04, 2024/dj/bh