



2024:DHC:6369



\$~9, 11 and 13

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

+ **ARB.P. 859/2024**

CARS 24 FINANCIAL SERVICES PRIVATE

LIMITED

.....Petitioner

Through: **Mr. Rit Arora Advocate**

versus

SANDEEP BHASKAR GHUMARE & ANR.Respondents

Through:

+ **ARB.P. 861/2024**

CARS 24 FINANCIAL SERVICES PRIVATE

LIMITED

.....Petitioner

Through: **Mr. Rit Arora Advocate**

versus

JASKARAN SINGH & ANR.

.....Respondents

Through:

+ **ARB.P. 866/2024**

CARS 24 FINANCIAL SERVICES PRIVATE

LIMITED

.....Petitioner

Through: **Mr. Rit Arora Advocate**

versus

MOHAMMED SUHAID SAIYUF & ANR.

.....Respondents

Through:



2024:DHC:6369



CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR

JUDGMENT(ORAL)

%

21.08.2024

1. These are petitions under Section 11(5) of the Arbitration and Conciliation Act, 1996¹ seeking reference of the disputes between the petitioner and the respondents in each case to arbitration.

2. Each of these petitions arises in the context of a Credit Facility Agreement, executed between the petitioner and the respondents in the petition. In each case, the Credit Facility Agreement envisages resolution of disputes by arbitration. The arbitration clause in all these Agreements is identical and reads thus:

“15.2. Arbitration: Any dispute under this Agreement shall be settled by binding arbitration conducted in English with the seat of arbitration in New Delhi before a single arbitrator appointed by Lender at its sole discretion, as per the Arbitration and Conciliation Act.”

3. According to the petitioner, there are outstandings to be paid by the respondents to the petitioner, in connection with which the petitioner, issued a notice under Section 21 of the 1996 Act, seeking reference of the disputes to arbitration. The respondents did not reply, whereupon the petitioner has approached this Court.

4. In all these petitions, there is no appearance on behalf of the

¹ “the 1996 Act” hereinafter



2024:DHC:6369



respondents despite having been duly served by various modes. No respondent has condescended to file a reply to any of these petitions either.

5. In that view of the matter, as there exists an arbitration clause between the parties and as the present petition has been filed within three years of the Section 21 notice issued by the petitioner to the respondents, following the judgment of the Supreme Court in ***SBI General Insurance Co Ltd v. Krish Spinning***², this Court proceeds to appoint an Arbitrator to arbitrate on the disputes between the parties.

6. Accordingly, Mr. G S Pannu (Tel. 9811304457), retired President of the Income Tax Appellate Tribunal, is appointed as the arbitrator to arbitrate on the disputes between the parties.

7. As the disputes are identical and the only difference is with respect to the amount involved, a common arbitrator is being appointed so as to facilitate expeditious disposal.

8. The arbitrator shall be entitled to charge fees as per the Fourth Schedule to the 1996 Act.

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

² 2024 SCC OnLine SC 1754



2024:DHC:6369



10. All questions of fact and law are left open to be adjudicated in the arbitral proceedings.

11. These petitions stand allowed in the aforesaid terms with no orders as to costs.

C.HARI SHANKAR, J

AUGUST 21, 2024

Click here to check corrigendum, if any