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

+ **ARB.P. 1088/2023**

M/S. SINGH FINLEASE PVT. LTD. Petitioner

Through: Mr.Murari Kumar, advocate

versus

MANOJ KUMAR SINGH & ORS. Respondents

Through:

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER
21.02.2024**

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The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (herein referred to as “*the A&C Act*”) seeking the appointment of a sole arbitrator for adjudication of dispute between the parties.

Briefly stated, vide a loan agreement dated 21.07.2019, a loan was advanced to Mr.Manoj Kumar Singh/respondent no.1 wherein Ms.Manjari Singh/respondent no.2 was the co-borrower and Manoj Kumar Singh being the proprietor of M/s Manoj General Store/respondent no.3 stood as a guarantor. The respondent could not pay the loan back to the petitioner therefore dispute arose between the parties.

Clause 22 (b) of the above-said loan agreement contains the arbitration clause which provides the jurisdiction for adjudication to be of the Delhi Court and for the settlement of the dispute through arbitration.



Learned counsel for the petitioner submitted that the respondents defaulted in the payment of the loan due to which the loan was recalled vide notice dated 09.03.2022. Learned counsel submits that thereafter the arbitration was invoked vide notice dated 07.04.2022 and Mr. Mahesh Chandra, Advocate was appointed as a sole arbitrator. Learned counsel further submits that however in view of ***Perkins Eastman Architects DPC & Anr. vs. HSCC (India) Ltd.*** 2019 OnLine SC 1517, the mandate of the learned sole arbitrator was terminated and the present petition was filed seeking the appointment of an arbitrator by this court under Section 11 of the A&C Act.

The notice of the present petition was issued to the respondents. As per office report, the respondents have duly been served through speed post, courier and email. The petitioner has filed an affidavit of service. The respondent have been served through speed post and courier on the address given in the petition and the invocation notice. Notice has also been sent on the email address given in the loan agreement. However, the respondents have chosen not to appear. The claim amount is stated to be around Rs.36 lakhs.

In the facts and circumstances of the case, the present petition is disposed of with the following directions:

- i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
- ii) Mr.Sonal Kumar Singh, Advocate (Mob. No.9958555776) is appointed as an Arbitrator to adjudicate the disputes between the parties.
- iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi



hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of fee rules of the DIAC schedule or as the parties may agree.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

vi) The parties shall approach the learned arbitrator within two weeks from today.

DINESH KUMAR SHARMA, J

FEBRUARY 21, 2024

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