



2024:DHC:5764



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 1079/2024****BLUSMART FLEET PVT. LTD.**

.....Petitioner

Through: Mr. Ravish D. Bhatt and Mr.
Lavkesh Bhambhani, Advs.

versus

ENERGY EFFICIENCY SERVICES LTD.

.....Respondent

Through: Mr. Tushar Jain and Ms.
Kanika Gupta, Advs.**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (O R A L)**

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01.08.2024

1. This is a petition by the petitioner under Section 11(6) of the Arbitration and Conciliation Act 1996 ("the 1996 Act") for reference of the dispute between the parties to arbitration.

2. The dispute arises in the context of an agreement for Dry Lease of Electric Cars, executed between the petitioner and the respondent on 26 July 2019.

3. The agreement envisaged resolution of the dispute between the parties by arbitration, in the following clause:

"10. DISPUTE RESOLUTION

a. This Agreement shall be governed by and construed in accordance with laws of India. Parties agree to submit to the exclusive jurisdiction of the Courts in New Deihi.

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b. The Parties shall endeavor to settle any dispute arising in connection with the interpretation, performance and termination of this Agreement, through amicable consultations and negotiations.

c. If no amicable settlement is reached within 30 days from the commencement of such consultations, either Party may refer such dispute to arbitration under the Arbitration and Conciliation Act; 1996 (or any amendment or reenactment thereof) by a sole arbitrator to be appointed mutually by the EESL and the CLIENT. The venue of arbitration shall be at Delhi. All arbitration proceedings shall be conducted in accordance with the governing law specified above and cost of arbitration shall be borne equally by the Parties.”

4. The respondent is the claimant in this case. The respondent addressed a notice to the petitioner on 19 September 2023 raising certain claims.

5. The petitioner by way of response, addressed a Section 21 notice to the respondent on 21 February 2024.

6. Though the respondent has suggested the name of a learned retired Judge of this Court as the arbitrator, learned Counsel for the petitioner submits that he has no instruction to concede to the suggestion and prays that the Court may appointed an independent arbitrator to arbitrate on the dispute.

7. Both sides submit that the arbitration can take place under the aegis of the Delhi International Arbitration Centre (DIAC) and as per its rules and regulations.

8. Accordingly, this Court appoints Mr. Satyam Thareja, Adv. (Mob: 9711097019) as the arbitrator to arbitrate on the dispute

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between the parties.

9. The arbitration would take place under the aegis of the DIAC and would abide by its rules and regulations.

10. The arbitrator shall be entitled to charge fees as per the schedule of fees maintained by DIAC.

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

12. This Court has expressed no opinion on any of the contentions. All contentions of facts and law shall remain open to be urged by both sides in the arbitral proceedings.

13. This petition is disposed of in the aforesaid terms.

C.HARI SHANKAR, J

AUGUST 1, 2024

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[Click here to check corrigendum, if any](#)

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