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

+ **ARB.P. 1406/2022**

**M/S LEASE PLAN INDIA PRIVATE LIMITED THROUGH ITS
AR SH. ATUL KUMAR PANDEY** Petitioner

Through: **Mr. Akhilesh Pradhan, Advocate.**

versus

M/S DEETYA ENTERPRISES & ORS. Respondents

Through: **Mr. Piyush Sachdev, Advocate** *via*
video-conferencing.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

17.05.2024

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By way of the present petition under section 11(6) of the Arbitration & Conciliation Act 1996 ('A&C Act'), the petitioner seeks appointment of a learned Sole Arbitrator to adjudicate upon the disputes that are stated to have arisen with the respondents from an undated Master Lease Agreement bearing No. ND 12866 (Agreement-I) and an undated Agreement for Fleet Management Services bearing No. FMS 800012 (Agreement-II), that are stated to have been signed between the parties in March 2019.

2. Mr. Akhilesh Pradhan, learned counsel appearing for the petitioner has drawn the attention of this court to Article 15.2(i) of Agreement-I read with Article 11.2 of Agreement-II, which provisions comprise the arbitration clause between the parties; and contemplate the reference of disputes between the parties to arbitration in accordance with the A&C Act; with the 'place' of arbitration being at Delhi.



3. For completeness, it may be recorded that a separate territorial jurisdiction provision is also contained in Article 15.2(ii) of the Agreement-I, which subjects the contract between the parties to the exclusive jurisdiction of courts at New Delhi.
4. As per the record, the petitioner invoked arbitration *vide* Notice dated 18.10.2021; to which the respondent has not sent any reply.
5. Mr. Piyush Sachdev, learned counsel appearing for the respondents submits, that despite his best efforts the respondents have been evasive and are not contactable; nor are they issuing any instructions to him.
6. The matter has been pending since 12.12.2022, on which date notice was issued on the petition. No reply has been filed in the matter so far.
7. As recoded in orders dated 16.01.2024, 19.02.2024, 15.03.2024 and 22.04.2024, so far the effort on the part of the court has been to persuade the respondents to resolve the matter with the petitioner amicably, considering the nature of the disputes.
8. Pursuant to the orders made earlier, 03 out of the 04 vehicles that the respondents were holding on lease from the petitioner have been returned. However, the 04th vehicle continues to remain with the respondents.
9. Furthermore, Mr. Pradhan submits, that their claims against the respondents in respect of the lease/rental of the vehicles are of course due.
10. Upon a conspectus of the averments contained in the petition, the conduct of the respondents, and the submissions made, this court is satisfied that there is a valid and subsisting arbitration agreement between the parties; that this court has territorial jurisdiction to



entertain and decide the present petition; and also that the disputes that are stated to have arisen between the parties, as set-out *inter-alia* in invocation notice dated 18.10.2021, do not appear *ex-facie* to be non-arbitrable.

11. In view of the above, at this stage, learned counsel for the petitioner requests that this court may appoint an arbitrator; and then refer the matter for arbitration under the aegis of the Delhi International Arbitration Centre, New Delhi ('DIAC'), keeping all factual and legal contentions of the parties open.
12. Accordingly, the present petition is allowed and **Mr. Saurabh Kansal, Advocate (Cellphone No.: +91 9958378565)** is appointed as the learned Sole Arbitrator to adjudicate upon the disputes between the parties; with arbitration proceedings to be conducted under the aegis of the DIAC, in accordance with applicable rules.
13. The learned Sole Arbitrator would furnish to the parties requisite disclosures as required under section 12 of the A&C Act; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.
14. The learned Arbitrator shall then proceed with the arbitral proceedings in accordance with the rules and regulations of DIAC and subject to arbitrator's fee and arbitration costs, as may be applicable.
15. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Sole Arbitrator on merits, in accordance with law.
16. A copy of this order be communicated *forthwith* to the Co-ordinator, DIAC, for information and compliance.



17. A copy of this order be communicated by the Registry *via* e-mail to the learned Sole Arbitrator, as also to learned counsel for the parties.
18. The petition stands disposed-of in the above terms.
19. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

MAY 17, 2024

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