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

+ **ARB.P. 1302/2023**

M/S. SINGH FINLEASE PVT. LTD. Petitioner
Through: Ms. Lisha Saha, Advocate.
versus

KAMLESH & ORS. Respondents
Through: None.

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **29.01.2024**

1. This hearing has been done through hybrid mode.
2. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (*hereinafter*, '1996 Act') has been filed by the Petitioner-M/s Singh Finlease Pvt. Ltd. seeking appointment of a Sole Arbitrator in terms of Clause 22 of the Loan Agreement dated 2nd April, 2018.
3. The Petitioner's case is that the Respondent Nos. 1,2 and 3- Mrs. Kamlesh, M/s. SCA Cargo Logistics Pvt. Ltd. and Ram Kumar Singh respectively availed of a loan facility of Rs.27,61,250/- vide Loan Agreement dated 31st March, 2018 under Loan A/c no. FWDELLAP00105. In terms of the said Agreement, collateral security was also offered by the Respondent No. 1- Mrs. Kamlesh vide Mortgage Deed dated 29th May, 2018 of a built-up property measuring 15 biswa out of khasra No. 653, situated in '*Ext. Lal Dora of Vill. Bijwasan New Delhi*'.
4. As per the petition, the Respondents defaulted in the EMIs and a total of more than Rs.41,03,000/- is stated to be due. The said Loan Agreement



was terminated vide notice dated 30th June, 2021 and the Clause 22 of the Loan Agreement being the arbitration clause was invoked 20th September, 2021.

5. The Petitioner then appointed its own Id. Sole Arbitrator and filed its claims. In the arbitration proceedings, vide award dated 31st March, 2022, the Respondents were proceeded *ex parte*. In the said award, the Id. Sole Arbitrator rendered an award for a sum of Rs. 84,70,163/- along with interest, jointly. The said award and the appointment of the Id. Sole Arbitrator by the Petitioner was set aside vide order dated 1st September, 2023 passed in ***Execution (Comm.) 286/2022*** titled '***M/s. Singh Finlease Pvt Ltd v. Kamlesh***'.

6. However, according to the petition, in the meantime, the Respondents have paid a sum of Rs. 26,14,150/-. IS PAYMENT MADE EVEN IN THIS CASE? The Respondents also filed a petition under Section 34 of the 1996 Act, seeking setting aside of the award dated 31st March, 2022. Thus, in light of the challenges raised against the arbitral award and considering the decision of the Supreme Court in ***Perkins Eastman Architects Dpc v. HSCC (India) Ltd. (AIR 2020 SC 59)***, the execution proceedings were withdrawn by the Petitioner. Consequently, the present petition was filed.

7. Mr. Manish Kumar Singh, Id. Counsel, has entered appearance for Respondent No. 3.

8. Considering the aforementioned background and the fact that service has already been effected on the Respondents, it is deemed appropriate to appoint a Sole Arbitrator to adjudicate the disputes between the parties.

9. Accordingly, Justice Vinod Goel (Retd) (***M:9910384637***) is appointed as a Sole Arbitrator.



10. The matter shall be conducted under the aegis of Delhi International Arbitration Centre (*hereinafter, 'DIAC'*) as per the DIAC Rules. Let the parties appear before the DIAC on 18th March, 2024.

11. The present petition is disposed of in the above terms. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

JANUARY 29, 2024

mr/dn