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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ ARB.P. 870/2025

M/S LEASE PLAN INDIA PRIVATE LIMITEDPetitioner
Through: Mr. Akhilesh Pradhan, Advocate.

versus

M/S S K EXPORTS (PARTNERSHIP FIRM) THROUGH ITS
PARTNERS MR. NITIN KISHORE MOTANIRespondent
Through: Mr. Jishnu. M.L. and Mr. Manan
Sanghvi, Advocates.

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **07.08.2025**

1. The present petition has been filed by the petitioner seeking appointment of a Sole Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') in terms of the arbitration clause [Article 9.2] contained in the Lease Agreement dated 7th September, 2021, entered into between the petitioner and the respondent. The said arbitration clause is set out below:

"9.2 (i) Arbitration:

All disputes, differences, claims and demands arising under or pursuant to or concerning this Agreement shall be referred to Arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory amendment or re amendment or re-enactment thereof, subject to following rules:

(a) Arbitration shall be conducted by a sole arbitrator to be appointed by LPIN.

(b) The language of arbitration shall be English and place of



arbitration shall be Delhi.

(c) The respective costs of arbitration shall be borne equally by the parties in the first instance; however, the successful party shall be entitled to the costs of arbitration including legal and recovery costs.

(d) The award shall be a speaking award and shall be binding on the parties.

(ii) Jurisdiction:

Subject to 9.2 (i), the laws of India shall govern this Agreement. The courts in New Delhi shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this Agreement.”

2. Notice in the present petition was issued on 30th May, 2025.
3. Counsel appearing on behalf of the respondent seeks time to take instructions.
4. Counsel for the respondent does not dispute the existence of the arbitration clause. However, he submits that all amounts due to the petitioner have been paid.
5. In this view of the aforesaid position, it has been put to the counsel for the parties if the matter may be referred for mediation.
6. Both parties are willing to consider mediation and state that the present petition may be disposed of with a reference to the Delhi International Arbitration Centre (hereinafter, ‘DIAC’), *albeit* with the appointment of a Sole Arbitrator being deferred by eight (8) weeks.
7. Accordingly, with the consent of the parties, the matter is referred for mediation to Delhi High Court Mediation and Conciliation Centre (hereinafter, ‘Mediation Centre’).
8. List before the Mediation Centre on 12th August, 2025 at 3:00 P.M.
9. In the facts of this case, it is admitted by the parties that there exists a valid arbitration clause in the Lease Agreement dated 7th September, 2021 and



thus, the parties are referred to arbitration under the aegis of DIAC. However, keeping in view the reference to mediation, the DIAC is directed to defer the appoint of a Sole Arbitrator.

10. The parties and the Mediator are directed to conclude the mediation proceedings before 30th September, 2025. The report of the Mediator will be sent to the DIAC on or before 5th October, 2025.

11. It is directed that in case the parties have not settled the matter in the mediation proceedings by 6th October, 2025, the DIAC will proceed to appoint a Sole Arbitrator and constitute the Arbitral Tribunal. The parties will appear before the DIAC on 9th October, 2025 at 3:00 P.M. for a preliminary hearing.

12. Needless to state, all pleas of the parties *qua* claims and counter-claims are left open and shall be considered in the arbitration proceedings.

13. With the aforesaid directions, the petition stands disposed of.

14. A copy of this order be sent to the Organising Secretary of the Mediation Centre and the DIAC for information and compliance.

15. The digitally signed copy of this order, duly uploaded on the official website of the High Court of Delhi, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of the order passed today shall be insisted for by any authority/entity/litigant.

AMIT BANSAL, J

AUGUST 7, 2025
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