



\$~4

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

+ **ARB.P. 886/2025**

KOTAK MAHINDRA PRIME LIMITEDPetitioner
Through: **Mr. Dheeraj Nag, Advocate.**

versus

SHASHI SHARMA W/O MR. AMAN SHARMARespondent
Through:

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
19.09.2025

%

1. This petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter 'the Act'], has been filed seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Agreement with Used Car Dealer for RC Limit dated 12th April, 2024 (hereinafter 'the Agreement').

2. Counsel for the petitioner states that the Agreement contains an arbitration clause, i.e. Clause 23, which provides for adjudication of disputes arising between the parties by arbitration. Clause 23 of the Agreement is set out below:

“23. Any disputes, differences and/or claims arising out of these presents or in any way touching or concerning the same or as to construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the sole arbitration of a sole arbitrator to be nominated by KMPL. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as an



arbitrator, KMPL may appoint a new arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held in place as mentioned in Schedule attached herewith.”

3. He further states that since there were disputes between the parties, the petitioner sent a notice dated 17th March, 2025 to the respondent under Section 21 of the Act, invoking the aforesaid arbitration clause.
4. However, the respondent did not reply to the said invocation notice.
5. On 1st July, 2025, this Court issued the notice in the petition returnable for 12th August, 2025.
6. The report of the Registry notes that the respondent has been served.
7. None appears on behalf of the respondent despite service.
8. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:
 - a. Mr. Pulin Kumar (Mobile No.: 9810797445) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - b. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
 - c. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
 - d. The parties shall approach the Arbitrator within two (2) weeks from today.



9. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondent that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.
10. The petition stands disposed of in the aforesaid terms.
11. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

SEPTEMBER 19, 2025

Vivek/-