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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(I) (COMM.) 245/2025**
MUFIN GREEN FINANCE LIMITED

.....Petitioner

Through: Mr. Sinha Amol, Mr. Kshitiz Garg,
Advs.

versus

BLU-SMART CHARGE PRIVATE LIMITED AND ANR

.....Respondents

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **15.12.2025**

1. There is nobody appearing on behalf of the respondents after 18.07.2025 and no reply has been filed.
2. In the present case, the petitioner has prayed for the following:
 - “a. Pass an order directing the Respondent No. 1 to immediately hand over custody and possession of all 96 remaining Electric Vehicle (EV) Chargers procured and leased under the Operating Lease Agreement dated 22.02.2023, to the Petitioner, at such location and in such manner as this Hon'ble Court may deem fit and proper;*
 - b. Direct the Respondents to disclose on affidavit the present location, condition, and usage status of all EV Chargers leased under the Operating Lease Agreement dated 22.02.2023;*
 - c. Pass an order of injunction restraining the Respondents, their officers, agents, affiliates, or any person claiming*



through them, from in any manner alienating, transferring, disposing of, creating any encumbrance or third-party rights or interests, or parting with possession of the EV Chargers, or interfering with the Petitioner's ownership rights in respect thereof;”

3. The brief facts of the case are that 161 Electric Vehicle (“EV”) Chargers were leased out by the petitioner to respondent No. 1 vide operating Lease Agreement dated 22.02.2023.
4. The said Agreement contains an arbitration clause being Clause No. 18(b), which reads as under:

“18. MISCELLANEOUS

....

b) Arbitration and Jurisdiction

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 Act or any statutory amendment or re amendment or re-enactment thereof, subject to following rules:

A. Arbitration shall be conducted by 3 arbitrators of which each Party shall appoint one arbitrator and the two arbitrators will in turn select the third arbitrator. If both arbitrators fail to conclude on appointment of third arbitrator within 15 days, then the third arbitrator shall be appointed in accordance with the provisions of the Arbitration Act.



- B. The language of arbitration shall be English, and place of arbitration shall be New 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.*
- E. This Agreement and the documents to be entered into pursuant to it shall be governed by and be construed in accordance with the laws of India. Subject to provisions of this Clause 18(b), the competent 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.”*
5. Since the respondent No. 1 was unable to pay the lease rentals, 65 EV Chargers have already been returned to the petitioner.
6. Due to these continued defaults of the respondent, the petitioner has already terminated the lease Agreement on 22.04.2025 and thereafter, called the respondent to return the remaining 96 EV Chargers.
7. The Clause No. 10(b) of the Agreement, being relevant, reads as under:

"10. EVENTS OF DEFAULT AND TERMINATION

b) It is clarified that Mufin may terminate this Agreement upon occurrence of any event of default specified under Clause 10(a)(i) to 10(a)(x) above, whereas the Customer



may terminate this Agreement upon occurrence of event of default specified under Clause 10(a)(x) above, in accordance with the procedure specified hereinbelow:

Upon occurrence of any event of default, the non-defaulting Party shall be entitled to issue a default notice and provide a 15 days' cure period. At the expiry of the cure period as set out in the Default Notice, if the underlying default is not cured, the non-defaulting Party shall be entitled to terminate this Agreement, with respect to the relevant Request Forms by issuing a notice of termination to the defaulting Party (Termination Notice). In case of such termination, unless specific termination consequences are set out otherwise in this Agreement for certain events of default, the following consequences shall apply:

- i. all amounts outstanding under the respective Request Form(s) required to be paid by the Customer to Mufin under the terms of this Agreement up till the date that the EV Chargers are returned to / repossessed by Mufin in accordance with sub-clause (ii) below shall become due and payable upfront by the Customer, including Monthly Rentals, Add-on Service Charges and all other charges set out in the SCHEDULE OF CHARGES annexed to the respective Request Form(s), which shall be paid by the Customer to Mufin within 7 days of the Termination Notice;*
- ii. in the event the Agreement is terminated for any event of default the Customer shall, within 15 days of the*



Termination Notice,

(A) pay Mufin, the Termination Charges as applicable under the SCHEDULE OF CHARGES annexed to the respective Request Form(s); and

(B) at its own cost and expense, return the EV Chargers to Mufin in the following manner:

I. the Customer shall immediately on receipt of the Termination Notice, contact the authorized representative of Mufin to identify and agree upon the place where the EV Chargers shall be returned. The Customer shall ensure that it discharges its obligation to return the EV Chargers to Mufin upon termination of this Agreement immediately and without any delay. In case, the Customer returns the EV Chargers at a different place, it shall be liable to reimburse Mufin for all costs incurred in transporting the EV Chargers from such place to the place as originally agreed between the Parties. However in the event the Customer does not return the EV Chargers as specified above, Mufin shall be entitled to take necessary steps to repossess the EV Chargers after giving reasonable notice to the Customer and the Customer hereby acknowledges and irrevocably authorizes Mufin or any other person authorized by Mufin to take physical possession of the EV Chargers as aforesaid and all costs, expenses, and/or charges incurred by Mufin to repossess the EV Chargers shall be borne by the Customer, over and above a penalty equivalent to the Monthly Rental



to be computed on a monthly basis till the date the EV Chargers are actually returned to or repossessed by Mufin. The Customer shall be liable to pay for wear and tear charges depending on the condition of the EV Chargers.

II. the Customer shall immediately on receipt of the Termination Notice, submit all relevant documents with respect to the EV Chargers to Mufin, including but not limited to the registration certificate in original, tax receipts, service books, warranty booklet and the original or copy of Insurance Policy as applicable.

III. the Customer shall immediately on receipt of the Termination Notice, submit keys (original as well as duplicate) of the EV Chargers, key fobs and all accessories fitted as original equipment on the EV Charger. Notwithstanding anything to the contrary, the Customer acknowledges that the amounts payable under this Clause are genuine pre-estimates of losses likely to be incurred by Mufin and do not constitute a penalty. It is clarified that, Mufin has a right to recover whole or part of the amounts payable under this Clause through encashment of the Security Deposit.

IV. any other remedy which Mufin may have under law or equity (in case this Agreement is terminated on account of any event of default specified under Clause 10(a)(i) to 10(a)(x) above."

8. Mr. Sinha, learned counsel for the petitioner, draws my special



attention to 10(b)(ii)(B)(I) which permits the petitioner to take necessary steps to repossess the EV Chargers. He further states that the petitioner is in the process of invoking the arbitration clause.

9. As per the Lease Agreement, the petitioner is the owner of EV Chargers and had leased out the same to the respondent. Since the respondent is in admitted default of payment of lease rentals, the Agreement has been terminated.
10. The Court, under a petition under Section 9 of the Arbitration and Conciliation Act, 1996, is required to preserve the subject matter of the arbitral dispute, which are the lease rental and/or the EV Chargers.
11. In case orders are not passed, there is an evident apprehension that the respondent/third party will dispose the EV Chargers belonging to and under the ownership of the petitioner.
12. Therefore, the petitioner is at liberty to take possession of the EV Chargers as no reply has been filed.
13. On 07.07.2025, this Court appointed Mr. Kripa Sagar Singh to take symbolic possession of 96 EV Chargers and a *status-quo* order was passed.
14. For the said reasons, Mr. Kripa Sagar Singh (Mobile No: 9899976011) is appointed as a Receiver (officer of the petitioner) to take possession of the EV Chargers belonging to the petitioner from the appropriate locations.
15. The petition is disposed of in aforesaid terms.

JASMEET SINGH, J

DECEMBER 15, 2025/sp