



\$~13

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

+ **ARB.P. 1046/2025 & I.A. 27046/2025**

**M/S SMAS AUTO LEASING INDIA PRIVATE
LIMITED**

.....Petitioner

Through: Mr. Bhuvnesh Satija and Mr. Aniket
Khanduri, Advocates.

versus

**M/S PNM TRANSPORT AND MOBILITY PRIVATE
LIMITED**

.....Respondent

Through: Mr. Rajiv Shukla, Ms. Shivani
Kapoor and Mr. Sanjay Kumar,
Advocates for the applicant (Mr.
Hemant Khedkar).

**CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL**

ORDER
16.12.2025

%

I.A. 27046/2025 (seeking directions)

1. Since amended memo of parties have been filed on behalf of the petitioner in terms of which the applicant is no longer a party. Hence, there is no requirement of representation of Mr. Hemant Khedkar.
2. In view of the above, the present application has become infructuous and is disposed of as such.

ARB.P. 1046/2025

3. The present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('Act') seeking appointment of the Sole Arbitrator for adjudication of disputes between the parties arising out of Master Lease



Agreement dated 23rd October, 2019 ('Lease Agreement').

4. Counsel for the petitioner states that the Lease Agreement contains an arbitration clause i.e. Clause 25.1 (2.3) which provides for adjudication of disputes arisen between the parties through arbitration. For ease of reference, clause 25 of the Lease Agreement is set out below:

25.1 Dispute Resolution

2.1 If any dispute arises between the Parties during the Agreement Term or alleged material breach of any provision of this Agreement or regarding any question, including the question as to whether the termination of this Agreement by one party has been legitimate, the Parties shall endeavor to settle such dispute amicably within 30 (thirty) days of a dispute being raised by a Party and brought to the attention of the other Party ("Consultation Period")

2.2 However, in case the dispute still persists and is not amicably resolved with the Consultation Period, both the Parties shall enter into conciliation and such proceedings shall be conducted in terms of the Arbitration and Conciliation Act, 1996, as amended from time to time. Both Parties hereby mutually agree that conciliation proceedings shall be conducted in the most expeditious manner and completed within 3 (three) months of the expiry of the Consultation Period.

2.3 In case the conciliation proceedings a/so fail, the dispute shall appoint sole arbitrator from the list of arbitrators proposed by the lessor for concluding the arbitration proceedings. The award made in pursuance of the arbitration proceeding shall be binding on the parties. The arbitration proceedings shall be conducted in English and the place of arbitration shall be New Delhi. It is clarified that any costs associated with the arbitration shall be shared equally between the Parties.

5. It is stated that since there were disputes between the parties, the petitioner invoked arbitration agreement vide legal notice dated 30th July, 2024 proposing the name of the Sole Arbitrator. The respondent in its reply dated 26th August, 2024 categorically rejected appointment of the Sole



Arbitrator as suggested by the petitioner in the aforesaid notice. In these circumstances, the petitioner has been constrained to approach this Court under Section 11 of the Act.

6. As per the report of the Registry, the respondent has been served through e-mail.

7. However, none appears on behalf of the respondents despite service.

8. Accordingly, the dispute between the parties under the Lease Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

9. Ms. Prachi Vashisht, (Mob. No. +91- 9810240038) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

10. The following directions are issued in this regard:

a. 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.

b. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.

c. The parties shall approach the Arbitrator within two (2) weeks from today.

11. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/ or counter claims, any other preliminary objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

12. The petition stands disposed of in the aforesaid terms.



13. Pending application stands disposed of.
14. 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

DECEMBER 16, 2025

Rzu