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

+ **ARB.P. 1271/2025**

GENTARI GREEN MOBILITY INDIA PVT. LTD.Petitioner

Through: Mr. Mohit K Mudgal, Ms. Mugdha
Pande, Ms. Vinita Sejwal, Mr. Kadam
Hans, Advocates

versus

ALBATROSS ELECTRIC INDIA LLPRespondent

Through: Mr. Wasi Haider & Mr. Yatin Jagtap,
Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

23.12.2025

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1. This is a petition under Section 11(5) of the Arbitration & Conciliation Act for appointment of an Arbitrator to adjudicate the disputes which have arisen between the parties.
2. The facts of the case, as narrated in the Petition, reveal that the Petitioner and the Respondent entered into an Electric Vehicle Lease Agreement on 04.07.2023.
3. According to the Petitioner, the Respondent agreed to pay fees as mentioned in the lease agreement. It is stated that disputes arose between the parties regarding the total dues payable by the Respondent to the Petitioner.
4. A notice invoking arbitration was issued by the Petitioner on 16.06.2025, which has not been replied to by the Respondent and therefore, the Petitioner has approached this Court by filing the instant petition.



5. Clause 25 of the agreement contains an arbitration clause and the seat of arbitration is Delhi.
6. Notice was issued in the matter on 22.08.2025. The Respondent stands served.
7. Accordingly, Mr. Akshay Sehgal, Advocate (Mob No: 9899579000) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.
8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a week of entering on reference.
10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.
12. The present petition stands disposed of in the above terms along with pending application(s), if any.
13. The petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 23, 2025

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