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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1630/2024**

**CARS 24 FINANCIAL SERVICES PRIVATE
LIMITED**

.....Petitioner

Through: Mr. Rit Arora, Advocate.

versus

**MAYANK KHANNA PROPRIETOR OF M/S AUTO HEAVEN &
ANR.**

.....Respondents

Through: None.

AND

+ **ARB.P. 1631/2024**
**CARS 24 FINANCIAL SERVICES PRIVATE
LIMITED**

.....Petitioner

Through: Mr. Rit Arora, Advocate.

versus

**GAURAV WADHWA PROPRIETOR OF M/S WADHWA
MOTORS & ANR.**

.....Respondents

Through: None.

AND

+ **ARB.P. 1632/2024**
**CARS 24 FINANCIAL SERVICES PRIVATE
LIMITED**

.....Petitioner

Through: Mr. Rit Arora, Advocate.

versus

**RAHIL S CHAUHAN PROPRIETOR OF M/S R S AUTO
POINT & ANR.**

.....Respondents

Through: None.

+ **ARB.P. 1641/2024**
CARS 24 FINANCIAL SERVICES PRIVATE



LIMITED

.....Petitioner

Through: Mr. Rit Arora, Advocate.

versus

SHINEY GHOSH PROPRIETOR OF M/S WHEELS
DEAL & ANR.

.....Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

06.02.2025

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1. Matters have been taken up today as 05.02.2025 was declared a holiday on account of State Assembly Election in Delhi.
2. By way of present petitions filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of Arbitral Tribunal comprising of a Sole Arbitrator to adjudicate the disputes between the parties with respect to Credit Facility Agreements dated 08.02.2021, 31.12.2020, 30.09.2019 and 18.11.2020, respectively, wherein Clause 15.2 of the said agreements provides for reference to arbitration for resolution of disputes, to be governed by the A&C Act and further stipulates New Delhi as the seat of arbitration.
3. Learned counsel for the petitioner submits that the petitioner invoked the arbitration clause under the aforesaid Agreements by issuing notices under Section 21 of the A&C Act, all dated 14.08.2024.
4. Vide order dated 15.10.2024 passed in above-noted petitions, notices were directed to be issued to the respondents, subsequent to which, respective affidavits of service have been filed in each petition.



Insofar as ARB.P. 1630/2024 is concerned, it is stated that the respondents have been served through email and WhatsApp. It is also stated that postal service indicates that respondents have left the given address without instructions. Learned counsel for the petitioner submits that the postal service has been effected at the address mentioned in the subject agreement and also in the Aadhar Card provided by the respondents at the time of execution of the Agreements.

The service report in ARB.P. 1631/2024 is concerned, the addresses were stated to be not found but the respondents are statedly served through email and WhatsApp.

As per service report in ARB.P. 1632/2024, respondent No. 1 stands served and even a *Vakalatnama* has been filed on its behalf. However, no one appears today on its behalf. Respondent No.2 stands served through email and WhatsApp.

Lastly, as per affidavit of service filed in ARB.P. 1641/2024, the respondents have been served through email.

5. In view of the aforesaid affidavits of service, the respondents are deemed to be served in the above petitions. Since neither the respondents are represented today nor any reply(s) has been filed on their behalf, it appears that the respondents have no objection to the reference of the disputes to the Sole Arbitrator. Accordingly, the present petitions are disposed of with the following directions:-

- i) The disputes between the parties under the subject Credit Facility Agreements in all the above-mentioned petitions are referred to the Arbitral Tribunal.
- ii) Mr. Shivang Singh, Advocate, Enrol. No. D1566/2016 (Mob:



9999920704, Email: advocateshivangsingh@gmail.com) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree.

iv) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties, including on the existence and validity of the Arbitration agreement, arbitrability of any of the claim/counter claim, any other preliminary objection, need and legality of interim relief, as well as contentions on merits of the dispute by either of the parties, are left open for adjudication by the learned arbitrator.

vi) The parties shall approach the learned Arbitrators within two weeks from today.

MANOJ KUMAR OHRI, J

FEBRUARY 6, 2025

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