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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1869/2024**
M/S AMPLUS POWER SUPPLY PVT. LTD.Petitioner

Through: Mr. Mohit Kumr Mudgal, Ms.
Mugdha Pande, Mr. Abhinav Arora,
Advs.

versus

CABT ELEKTRA PRIVATE LIMITEDRespondent
Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
09.04.2025

1. This is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 seeking appointment of the Sole Arbitrator for adjudication of disputes between the parties.
2. The parties executed an Electric Vehicle Lease Agreement dated 28.03.2023 wherein the petitioner agreed to give their vehicles to the respondent and in return, the respondent had agreed to pay fees against the services provided by the petitioner.
3. Since the respondent defaulted in making the payment in terms of the Electric Vehicle Lease Agreement, the petitioner raised invoices for unpaid lease rental damages.
4. On 23.05.2024, the petitioner initiated arbitration in terms of clause 22 of the Electric Vehicle Lease Agreement which reads as under:



“22. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement and the rights and obligations there under and the relations of the Parties and all matters arising under or in connection with this Agreement, including the construction, validity, performance or termination there under, shall be governed by and construed in accordance with the laws of the Republic of India.

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement (whether before or after the termination or breach of this Agreement) the concerned representatives of the Parties shall promptly and in good faith negotiate between themselves with a view to an amicable resolution and settlement of the dispute. In the event no amicable resolution or settlement is reached within a period of thirty (30) days, such dispute or difference shall be referred to a mutually appointed arbitrator or, upon the failure of the Parties to agree upon a single arbitrator, within a period of ten (10) days, each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue and seat of such arbitration proceedings shall be New Delhi, India.

The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not



postpone or delay the performance by the Parties of their respective obligations pursuant to this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.”

5. The respondent was served and was represented by a counsel on earlier dates of hearing. However, no reply has been filed and there is nobody appearing on behalf of the respondent today.
6. I am satisfied that there are disputes between the parties which need to be resolved through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Kumud Singh (Advocate) (Mob. No.9810396060) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) 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’).
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to 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 as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for



- adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 9, 2025/sp

[Click here to check corrigendum, if any](#)