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

+ **ARB.P. 2013/2024**

CNH INDUSTRIAL INDIA PRIVATE LIMITEDPetitioner

Through: Mr. Deepak Jaiswal, Adv.

versus

**TARA AUTOMOBILES PROP MR SATISH KUMAR PANDEY &
ANR.**Respondents

Through: Mr. Sunder, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **23.05.2025**

1. This is a petition under Section 11 of Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The petitioner and the respondent(s) entered into a Dealer Agreement dated 14.04.2009, wherein the respondents were appointed as authorised dealer to sell the products manufactured by the petitioner as well as provide after-sale services.
3. The Agreement was last renewed on 15.05.2023, wherein a new Dealer Agreement was executed between the petitioner and the respondent effective from 01.01.2021 to 31.12.2023.
4. The said Agreement contains an arbitration clause, being Clause No.30, which reads as under:-



“30. Dispute Resolution

30.1 Except for any actions to enforce or to collect credit instruments or forfeiture of the security deposit maintained by the Dealer with the Company in pursuance to the terms of this Agreement, Parties agree that all dispute between the Parties arising out of or in relation to this Agreement will be settled between the Parties through friendly consultations and negotiations. For the above, the Parties undertake to hold such consultation and negotiation in good faith, and shall ensure that the same is attended by persons with decision making authority regarding the dispute. If no settlement can be reached through friendly consultations and negotiation within 30 (Thirty) days of one Party delivering a notice of the dispute to the other Party, then such dispute will be finally settled by arbitration in accordance with the provisions of this Clause 30.

30.2 The arbitration proceedings will be conducted in accordance with the provisions of the Arbitration and I Conciliation Act, 1996 as amended from time to time (“Arbitration Act”). The proceedings shall commence upon issuance of an arbitration notice (“Arbitration Notice”) after following the procedure set out in clause 60.1 above.

30.3 The arbitration proceedings will be conducted in accordance with the provisions of the Arbitration and



Conciliation Act, 1996 as amended from time to time (“Arbitration Act”). The arbitration shall be conducted by a single arbitrator (“Sole Arbitrator”), selected by the Dealer from a panel of three (3) persons not lower than the rank of retired district court judge, nominated by the Managing Director of the Company for the purpose of such selection, and should the Dealer fail to select the Sole Arbitrator within 15 (Fifteen) days of the panel of names of such nominees being furnished by the Managing Director of the Company for the purpose, the Sole Arbitrator shall be selected by the Managing Director of the Company out of the said panel and such an appointment by the Company shall be binding on the Parties.

30.4 New Delhi will be the seat of the arbitration. The arbitration proceedings will be held at New Delhi and the language to be used in the arbitral proceedings will be English. The cost of arbitration proceedings including the fees of the arbitrator shall and apportioned and equally shared between the Parties. The arbitrator will decide any dispute strictly in accordance with the governing Law specified in Clause 29 of this Agreement. Any award made by the arbitrator will be final and binding on each of the Parties to the dispute.

30.5 The Parties will co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings connected under this Agreement. When any



dispute is under arbitration, except for the matters under dispute, the Parties will continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.”

5. Since there were disputes in between the parties, the petitioner invoked arbitration vide Legal Notice dated 05.10.2024 and thereafter, filed the present petition.
6. The respondents have been served, but no reply has been filed.
7. Mr. Sunder, learned counsel appears for the respondent and seeks more time to file a reply.
8. I am of the view that sufficient time has already been granted to the respondent on 19.02.2025 and 25.03.2025.
9. Since there are disputes between the parties, the petition is allowed.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Aashneet Singh, Advocate (Mob. No. 9958864713) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules 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.

11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 23, 2025/*pk*

Click here to check corrigendum, if any