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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 2027/2024

M/S. SMAS AUTO LEASING INDIA PRIVATE LIMITED

.....Petitioner

Through: Mr. Bhuvnesh Satija, Mr. Udit
Sharma, Advs.

versus

M/S. OZO AGRI CARE PRIVATE LIMITED

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

27.03.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The petitioner and the respondent entered into a Master Lease Agreement dated 13.06.2022 to provide certain fee management services to the respondent.
3. The said Agreement contains arbitration clause being clause No. C.5.1 which reads as under:-

“C.5.1 Dispute Resolution:

2.1 If any dispute arises between the Parties during the Agreement Term or thereafter, in connection with the validity, interpretation, implementation 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 also fail, the parties 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.”

4. As the dues of the petitioner were not cleared by the respondent, the petitioner invoked arbitration clause vide legal notice dated 16.07.2024 and thereafter filed the present petition.
5. As per Clause C.5.3 of the Lease Agreement, the address for service of the respondent is shown as ravikumar.sudda36@gmail.com.
6. The affidavit of service shows that the respondent had been served at the said email ID. Despite service, there is nobody appearing on



behalf of the respondent.

7. I am satisfied that the respondent has been served. I am also satisfied that there are disputes pending between the petitioner and the respondent and the same needs to be resolved through arbitration process as mandated in the Agreement.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Apoorv Kurup, Sr. Advocate (Mob. No. 8800332253) 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.

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

JASMEET SINGH, J

MARCH 27, 2025 / (MS)

Click here to check corrigendum, if any