



2025:DHC:2145



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 2085/2024**

Date of Decision: 24.03.2025

IN THE MATTER OF:**KOTAK MAHINDRA PRIME LTD**

.....Petitioner

Through: Mr. Shankar Sen, Adv.

versus

SUNDAR LAL

.....Respondent

Through: None.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV**JUDGEMENT****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)**

1. Heard learned counsel for the petitioner. The service affidavit placed on record by the petitioner reads as under:

"Affidavit of Service

I, RAJESH JANGRA ADVOCATE, ERONL: (D-1457A/2003), OFFICE AT: ED-15C & D, PITAMPURA, DELHI- DO HEREBY SELMNLY AFFIRM AND DECLARE AS UNDER:- LIST MATTER ON 18.12.2024.

1. That I am the counsel for the Plaintiff in the present Petition and that my

registered Email ID is; jangraadvocate@gmail.com

2. That the above captioned Petition has been sent to the defendant at his registered

Email ID: sunderlal9820@gmail.com vide email dated 17.12.2024, I had emailed a copy of the complete Petition as "Kotak Mahindra Prime Ltd.-Vs-Sunder Lal."

3. That the counsel for the plaintiff has served the defendant with the present petition upon his email id's:

Signature Not Verified
Digitally Signed By:PRIYA
Signing Date:29.03.2025
16:38:07

Signature Not Verified
Digitally Signed
By:PURUSHAINDRA
KUMAR KAURAV



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sunderlal9820@gmail.com

4. In the captioned case email along with petition has delivered and not bounced back.

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Deponent”

2. It is, thus, evident that the petitioner has successfully served the respondents through email and speed post. Since no one has appeared for the respondent despite service, the Court is left with no option but to proceed *ex-parte* against the respondent.

3. The facts of the case indicate that on 19.04.2023, a Car Finance Agreement was executed between the petitioner and the respondent for a loan of Rs. 10,33,061/- for the purchase of a Kia Seltos 1.5, MT bearing Engine no. DAFAPM827145.

4. It appears that on 14.08.2023, a loan recall notice demanding payment of the termination amount was sent to the respondent. Since the respondent failed to comply, the petitioner subsequently sent an intimation notice on 17.07.2024 regarding the invocation of arbitration for the appointment of a Sole Arbitrator. As per the petitioner’s case, as of 17.07.2024, a sum of ₹12,68,794.70/- was recoverable from the respondent. Learned counsel for the petitioner has referred to Clause 32 of the Car Finance Agreement, which unequivocally provides for the resolution of disputes through arbitration under the Arbitration and Conciliation Act, 1996 (A&C Act).

5. It is thus seen that the dispute is amenable to be adjudicated by the arbitrator. It is explicitly evident that there exists an arbitration clause in the event any dispute arises between the parties, there is no impediment in appointing an independent Sole Arbitrator. Reference can be made to the



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decisions of the Supreme Court in *Perkins Eastman Architects DPC v. HSCC (India) Ltd.*,¹ *TRF Limited v. Energo Engineering Projects Ltd.*,² *Bharat Broadband Network Limited v. United Telecoms Limited.*,³ and *Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899*⁴.

6. In view of the aforesaid, the Court finds that a dispute has arisen between the parties, which requires to be adjudicated by an Arbitrator. Accordingly, the Court appoints Ms. Ritika Vohra, Advocate (Mobile No. 9193739786, e-mail id : advritikavohra@gmail.com), a Sole Arbitrator as per Schedule IV of the A&C Act.

7. The Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties, requisite disclosures as required under Section 12 of the Arbitration and Conciliation Act, 1996 (hereinafter referred as “A&C Act”).

8. The Sole Arbitrator shall be entitled to fee in accordance with the IVth Schedule of the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

9. The parties shall share the arbitrator's fee and arbitral cost, equally.

10. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between

¹ (2020) 20 SCC 760

² (2017) 8 SCC 377

³ 2019 SCC OnLine SC 547



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the parties. Let the copy of the said order be sent to the newly appointed Arbitrator through the electronic mode as well.

12. Accordingly, the instant petition stands disposed of

PURUSHAINdra KUMAR KAURAV, J

MARCH 24, 2025

aks/sph/mjo

Click here to check corrigendum, if any

⁴ In re, 2023 SCC OnLine SC 1666.