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

\# **CNR No. DLHC010217922026**

\+ ARB.P. 882/2026, I.A. 13638/2026 & I.A. 13639/2026

GANESH LEASFIN PRIVATE LIMITED .....Petitioner

Through: Mr. Shashi Pratap Singh, Ms. Shagun Sabharwal, Ms. Laqshyaa Saluja & Ms. Anamika Tyagi, Advocates.

versus

META AUTO TECHNOLOGIES PRIVATE LIMITED & ORS. .....Respondents

Through: Ms. Nitika Grover, Mr. Sunil Kaushik & Mr. Sambhav Sharma, Advocates for R-3.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 07.10.2026

1. By way of this petition under Section 11 of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner seeks appointment of an arbitrator to adjudicate disputes arising under an agreement entitled "*Acknowledgment of Debt Cum Guarantee Agreement*" dated 05.04.2024 ["the Agreement"].

2. The parties to the Agreement are the petitioner herein [described therein as "*lender*"], respondent No. 1 [described therein as "*borrower*"], and respondent No. 2 [described therein as "*guarantor*"].

3. Mr. Shashi Pratap Singh, learned counsel for the petitioner, has

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drawn my attention to Clauses 8 and 9 of the Agreement, which provides for adjudication of disputes by way of arbitration. The venue of arbitration has been designated as New Delhi, and the Courts in New Delhi have also been vested with exclusive jurisdiction.

4. The petitioner contends that respondent Nos. 1 and 2 failed to discharge their obligations under the Agreement, and by way of a legal notice dated 26.02.2026, it has invoked arbitration and suggested the name of a sole arbitrator. However, the legal notice has failed to elicit a response, except from respondent No. 3, who is the Director of respondent No. 1. Respondent No. 3 *vide* reply dated 27.03.2026, denied any privity of contract between the petitioner and himself in his personal capacity.

5. Notice was issued in this petition on 15.05.2026. Ms. Nitika Grover, learned counsel, has entered appearance on behalf of respondent No. 3. Although respondent No. 3 remains a Director of respondent No. 1 even today, Ms. Grover states that there is no Board Resolution authorising him to represent respondent No. 1 in these proceedings, and that there are, in fact, *inter se* disputes between the Directors of the respondent No. 1, including respondent Nos. 2 and 3.

6. Be that as it may, Mr. Shashi Pratap Singh, learned counsel for the petitioner, submits that service has, in fact, been effected upon respondent Nos. 1 and 2 in accordance with law. He has placed on record the Master Data of respondent No. 1 in the Ministry of Corporate Affairs, which shows its registered addressed as "*UG-06 Ground Floor, MGF Metropolis Mall, Mehrauli-Gurgaon Road, Sector-28, Gurgaon, Haryana, India, 122002*", and the email address as

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"*Nishantsayal17sep[at]gmail[dot]com*". Mr. Singh has filed an affidavit of service dated 20.08.2026, in which it is stated that the petition has been served at the registered address of respondent No. 1 by speed post, but was returned unserved with the remark "*addressee left without instructions*". He states that he has served respondent No. 2 at his residential address stated in the Agreement, and at his email address. It may be noted that respondent No. 2's email address is the same as the one which appears in the correspondence between him and the petitioner, which has been annexed to the petition [Document No. 4].

7. Having regard to the fact that the petition has been served upon the respondent No. 1 at its registered address by speed post, service upon the respondent No. 1 is deemed to be complete under Sections 12 and 20 of the Companies Act, 2013. Respondent No. 2 has also been duly served. As neither of them have chosen to enter appearance, I do not consider it necessary to await their appearance any further.

8. The only argument advanced on behalf of respondent No. 3 concerns his liability to be made a party to the proceedings in his personal capacity as he is not named as a party to the Agreement or a guarantor.

9. Mr. Singh does not press the petition as far as respondent No. 3 is concerned, but reserves the right of the petitioner to move an appropriate application before the learned Arbitrator in this regard.

10. As far as respondent Nos. 1 and 2 are concerned, they are both parties to the Agreement. They have not appeared before the Court to controvert the contents of the petition.

11. The petition is therefore disposed of, with the following directions:

a. Mr. Vinay Kumar Gupta, former District Judge [Tel: 9910384701]

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is appointed as the Arbitrator to adjudicate disputes between the parties under the Agreement.

b. The arbitration will be held under the aegis of Delhi International Arbitration Centre ["DIAC"] and will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

c. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.

12. As respondent Nos. 1 and 2 have not appeared in these proceedings, it is made clear that they must be duly served in accordance with law in the arbitral proceedings.

13. The right of the petitioner to seek impleadment of respondent No. 3 in the arbitral proceedings is left open. However, the rights and contentions of respondent No. 3 in this regard are also reserved.

14. Needless to say, all rights and contentions of the parties, including as to arbitrability and maintainability of the claims, and on merits, are left open for adjudication by the learned Arbitrator.

PRATEEK JALAN, J

OCTOBER 7, 2026
***'PV'**/MK/*

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