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

\# **CNR No. DLHC010850042025**

\+ ARB.P. 1825/2025

ORIX LEASING AND FINANCIAL SERVICES INDIA LTD .....Petitioner

Through: Ms. Anjali Behl, Advocate.

versus

TECHNICOLOR INDIA PRIVATE LIMITED .....Respondent

Through: Mr. Kartikay Mathur, Advocate.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 29.10.2026

1. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner seeks appointment of a sole arbitrator to adjudicate the disputes between the parties under an agreement, entitled "*Master Lease Agreement for Asset*", dated 21.08.2019 ["the Agreement"].

2. I have heard Ms. Anjali Behl, learned counsel for the petitioner, and Mr. Kartikay Mathur, learned counsel for the respondent.

3. The Agreement admittedly contains an arbitration clause [Clause 32.1], which provided for adjudication of disputes by a sole arbitrator and designated New Delhi as the venue of arbitration. Clause 32.2 also vested exclusive jurisdiction upon the Courts in New Delhi.

4. Disputes having arisen between the parties, the petitioner invoked arbitration *vide* a legal notice dated 08.04.2025, asserting a claim of

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approximately Rs. 80 lakhs as on 06.03.2025. Although, the petitioner proposed various names for appointment of an arbitrator, the said notice did not elicit any response, which has led to filing of the present petition.

5. Mr. Mathur does not dispute the existence of the arbitration clause or the invocation thereof. He therefore consents to the appointment of an arbitrator, reserving all rights and contentions of the respondent on maintainability, arbitrability, limitation, and on merits.

6. In view of the above, and with the consent of the learned counsel for the parties, the petition is allowed with the following directions:

a. Mr. Sharath Sampath, Advocate [Tel: 9818903313] 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.

7. The petition stands disposed of in the above terms.

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

PRATEEK JALAN, J

OCTOBER 29, 2026
"A" /MK/

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