

Cars 24 Financial Services Private ... vs Siraj Ali Proprietor Of M/S Siraj Car ... on 27 March, 2025

Author: Purushaindra Kumar Kaurav

Bench: Purushaindra Kumar Kaurav

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IN THE HIGH COURT OF DELHI AT NEW DELHI
ARB.P. 1977/2024

Date of Decis

IN THE MATTER OF:

CARS 24 FINANCIAL SERVICES PRIVATE LIMITED

.....Petitione

Through: Mr. Anurag Arora, Adv.

versus

SIRAJ ALI PROPRIETOR OF M/S SIRAJ CAR BAZAR & ANR.

.....Respondents

Through: None.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV
JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The petitioner has placed on record a service affidavit, which reads as under:-

"2. That I state that the deponent has served the copy of the notice along with the copy of the petition upon the Respondent No.2 through speed post. That the summons along with the copy of petition were duly served upon the Respondents on 01.03.2025. The proof of service by post has been annexed herewith.

3. That I state that, in addition, the deponent has also served the copy of the notice along with the copy of the petition upon the RespondentNo.2 at his Whatsapp +91 +91 9997860176 The proof of service has already been annexed herewith.

4. That state that the Respondents have been duly served."

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KUMAR KAURAV

2. The office report also indicates that the service through mail was effected on the respondents, even the track report placed on record by the petitioner would indicate that the service through

speed-post was also effected on the respondents.

3. Despite the aforesaid, no one appears for the respondents. The service deems to have been completed.

4. The petitioner is a non-banking financial company and is registered as a private limited company. The petitioner appears to have extended the credit facility to the respondents and accordingly, an agreement i.e. Credit Facility Agreement dated 28.11.2019 was executed.

5. There seems to be some default in the payment of the credited amount and accordingly, the petitioner sent the legal notice dated 14.08.2024 invoking the arbitration clause.

6. Arbitration clause 15.2 reads as under:

"15.2 Arbitration: Any dispute under this Agreement shall be settled by binding arbitration conducted in English with the seal of arbitration in New Delhi before a single arbitrator appointed by Lender at its sole discretion as per the Arbitration and Conciliation, Act, 1996."

7. It is thus seen that the dispute is amenable to be adjudicated by the arbitrator. It is evident that where there exists an arbitration clause and in the event any dispute has arisen between the parties, there is no impediment in appointing an independent Sole Arbitrator. Reference can be made to the decisions of the Supreme Court in Perkins Eastman Architects DPC v. HSCC (India) Ltd.,¹ TRF Limited v. Energo Engineering Projects Ltd.,² (2020) 20 SCC 760.

(2017) 8 SCC 377.

Digitally Signed By:PRIYA Digitally Signed Signing Date:29.03.2025 By:PURUSHAINDRA 16:25:17 KUMAR KAURAV 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, In re 4.

8. Taking into consideration the exposition of law which has been laid down by the Supreme Court in various cases it can be safely concluded that in cases where the parties have agreed for resolving their disputes by way of the arbitration, the Court need not to conduct detailed enquiry and by leaving the rights of the parties to be agitated before the Arbitrator, an Arbitrator can be appointed.

9. In view of aforesaid, the Court appoints Mr. Mobashshir Sarwar, Advocate (Mob No.+91-9718602043, Email id-sarwar.sami68@gmail.com) as the Sole Arbitrator to adjudicate the dispute between the parties.

10. 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").

11. 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.

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

13. 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.

2019 SCC OnLine SC 547.

2023 SCC OnLine SC 1666.

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14. 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 the parties. All rights and contentions of the parties in this regard are reserved. Let the copy of the said order be sent to the newly appointed Arbitrator through the electronic mode as well.

15. All the rights and contentions of the parties stand reserved.

16. Petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J MARCH 27, 2025/P/@m Click here to check corrigendum, if any Digitally Signed By:PRIYA Digitally Signed Signing Date:29.03.2025 By:PURUSHAINDRA 16:25:17 KUMAR KAURAV