
(1994) 04 DEL CK 0015
In the Delhi High Court
Case No : Suit No. 3337 of 1989

The Motor and General Finance Ltd.

APPELLANT

Vs

Radha Mohan Singh and Others

RESPONDENT

Date of Decision : 22-04-1994

Acts Referred:

Citation : (1994) 55 DLT 455

Hon'ble Judges : J.K. Mehra, J

Bench : Single Bench

Advocate : S.V. Bahadur, for the Appellant;

Judgement

J.K. Mehra, J.

(1) This is a petition u/s 20 of the Arbitration Act, 1940 filed by the petitioner company against the respondents who had entered into a hire purchase agreement with the petitioner company. Respondent No. 1 is the principal lessee and respondents No. 2 and 3 are the guarantors for the payment of the hire-purchase installments.

(2) On filing of the petition, notices were issued to the respondents. Despite service, no one appeared on behalf of the respondents except on 14.5.1992 when Mr. Jeetesh Vikram appeared for Mr. H.P. Singh and stated that the power of attorney and reply would be filed within six weeks. Thereafter neither any reply has been filed nor any one appeared on behalf of the respondents and consequently on 3.11.1993, they were proceeded against ex-parte. The petitioner was directed to lead ex-parte evidence by way of affidavit.

(3) Pursuant to the said directions, the petitioner has filed an affidavit of Mr. A.K. Ahluwalia and Mr. K.L. Gosai, General Attorney and Accountant of the petitioner company respectively. Exhibit P.W.1/I is the power of attorney in favor of Mr. A.K. Ahluwalia, authorising him to sign, verify and file the present petition. On a perusal of the aforesaid document, it is proved that Mr. A.K. Ahluwalia has the authority to file the present petition. Exhibit P.W.2/1 is the hire purchase

agreement dated 5.9.1987 executed by the respondents with the petitioner. Exhibit P.W.2/2 is the notice issued by the petitioner to the respondents calling upon them to make the payment outstanding in the hire purchase accounts. Exhibit P.W.2/3 is the copy of the account maintained by the petitioner-company in its ledger showing the amount due from the respondents under the hire purchase agreement.

(4) On a perusal of Exhibit P.W.2/1, it is seen that Clause Vi contains an arbitration agreement between the parties and all disputes and differences arising out of the said agreement shall be decided by the Arbitrator named therein.

(5) After perusing the documents placed on record and the averments made in the petition, I am satisfied that there is an arbitration agreement between the parties and there does exist dispute between the parties. Accordingly, I allow THE petition and direct the filing of the arbitration agreement in Court. The disputes as mentioned in the petition be referred to the named Arbitrator as mentioned in Clause Vi of the Exhibit P.W.2/1, namely, Mr. Inderjit Gulati, Advocate, Delhi. The Arbitrator shall publish his award within 4 months from the date of entering upon the reference. The petition stands disposed of with no order as to costs.