



\$~10

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

% **Date of Decision: 07th May, 2026**

+ ARB.P. 119/2026

ORIX CORPORATION INDIA LTD

.....Petitioner

Through: Mr. Shankar Sen, Mr. Kush Gupta,
Advocates (M:9310394606)

versus

PETERS SURGICAL INDIA PVT LTD

.....Respondent

Through: Mr. Amit Chahal, Advocate

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

MINI PUSHKARNA, J. (Oral):

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties, arising out of the Master Lease Agreement dated 23rd December, 2023 ("Lease Agreement").

Factual Matrix:

2. As per the facts on record, the parties entered into the Lease Agreement by way of which the petitioner leased out a vehicle, i.e., Range Rover Velar, to the respondent, and pursuant to the terms and conditions of the said Lease Agreement, the respondent i.e., lessee, was to pay monthly lease rental of Rs. 1,21,606/-, for a period of 16 months.

3. Further, it is submitted that as per the said terms and conditions, the respondent was obligated to pay the monthly lease rental as well as the fleet management fees to the petitioner, and violation of the terms of the Lease



Agreement would lead to pre-mature termination of the Lease Agreement.

4. Consequently, on 12th August, 2024, the vehicle in question met with an accident, and in view thereof, the insurance company was informed of the same. Further, the petitioner received a total sum of Rs. 81,98,000/-, from the insurance company, however, on account of the breach by the respondent, the Lease Agreement stood pre-maturely terminated and the respondent became liable to pay certain amounts to the petitioner as per the terms and conditions of the Lease Agreement.

5. It is noted that disputes arose between the parties, as the respondent failed to and expressly denied to pay certain amounts, i.e., Rs. 25,22,753/-, that were due and payable to the petitioner on account of the pre-mature termination of the Lease Agreement. Thus, the petitioner was constrained to invoke arbitration and issued the Legal Notice dated 19th August, 2025 under Section 21 of the Arbitration Act. However, no response was filed towards the same.

6. This Court notes that the respondent has filed a reply, wherein, they have raised certain objections with regards to the manner in which the present petition has been instituted.

Respondent's Submissions:

7. Learned counsel for respondent submits that the respondent had entered into the Lease Agreement with Orix Auto Infrastructure Ltd. and the present petition has been filed by Orix Corporation India Ltd., i.e., the petitioner herein, without having placed on record any legal document evidencing the change in the name of the petitioner-company. Thus, on account of there being no proof of change of Orix Auto Infrastructure Ltd., being assumed by the petitioner, the present petition is unsustainable in law.



8. He further submits that the present petition has not been filed by competent representative of the petitioner company, and the Board Resolution of the petitioner in that regard which authorizes the current representative, has not been placed before this Court.

9. Learned counsel for the respondent submits that at the time of filing of the present petition, the petitioner had filed proof of service for the purpose of showing the service of Notice under Section 21 of the Arbitration Act. However, the said report of service itself shows that no notice had been served upon the respondent by means of the speed post.

10. It is further submitted that though the petitioner has now attached the proof of service of notice under Section 21 of the Arbitration Act through E-mail, however, certificate in support of the said service has not been placed on record.

11. Lastly, learned counsel for the respondent submits that the Arbitration Clause between the parties envisages that the dispute between the parties has to be resolved by mutual discussion. However, in the present case, no such mutual discussion has taken place, and the petitioner has invoked the Arbitration Clause.

Petitioner's Submissions:

12. *Per contra*, learned counsel for the petitioner submits that only the name of the petitioner-company has changed while the management of the company still remains the same. He draws the attention of this Court to the Certificate of Incorporation issued by the Ministry of Corporate Affairs, Government of India ("MCA"), to submit that only the name of the company has been changed. The said certificate issued by MCA to the petitioner, is reproduced as under:



2026:DHC:4109



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Central Processing Centre

Manesar, Plot No. 6,7, 8, Sector 5, IMT Manesar, Gurgaon, Haryana, 122050, India

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): **U63032MH1995PLC086014**

I hereby certify that the name of the company has been changed from ORIX AUTO INFRASTRUCTURE SERVICES LIMITED to ORIX CORPORATION INDIA LIMITED with effect from the date of this certificate and that the company is Company limited by shares.

Company was originally incorporated with the name ORIX AUTO INFRASTRUCTURE SERVICES LIMITED

Given under my hand at ROC, CPC this FIFTEENTH day of NOVEMBER TWO THOUSAND TWENTY FOUR

Certification signature by DS CPC 1
<VIVEK.MEENA@GOV.IN> Validity UnknownDigitally signed by
DS CPC 1
Date: 2024.11.15 14:16:25 IST

Brijesh Kain

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Central Processing Centre

Note: The corresponding form has been approved by Brijesh Kain, Central Processing Centre, and this order has been digitally signed by the Registrar of Companies through a system generated digital signature under rule 9(2) of the Companies (Registration Offices and Fees) Rules, 2014.

Mailing Address as per record available in Registrar of Companies office:

ORIX CORPORATION INDIA LIMITED

PLOT NO. 94, MAROL CO. OP. INDUSTRIAL ESTATE, ANDHERI KURLA ROAD, ANDHERI (EAST), NA, MUMBAI. 59.-400059, Maharashtra, India

Note: This certificate of incorporation is in pursuance to change of name by the Company and does not affects the rights and liabilities of stakeholders pursuant to such change of name. It is obligatory on the part of the Company to display the old name for a period of two years along with its new name at all places wherever a Company is required to display its name in terms of Section 12 of the Act. All stakeholders are advised to verify the latest status of the Company and its Directors etc and view public documents of the Company on the website of the Ministry www.mca.gov.in/MCA21



13. Learned counsel for the petitioner also draws the attention of this Court to the Board Resolution dated 02nd April, 2024, to show that the



present petition has been filed by an authorized representative of the petitioner-company.

14. Further, he also draws the attention of this Court to the E-mail dated 25th September, 2025, by which the Notice under Section 21 of the Arbitration Act had been served upon the respondent.

Analysis & Conclusion:

15. Having heard learned counsels for the parties, this Court notes that as regards the objection of the respondent pertaining to absence of agreement with the petitioner as such, the said contention is totally misplaced.

16. It is noted that the respondent had entered into the Lease Agreement with Orix Auto Infrastructure Services Ltd., which is now known as Orix Corporation India Ltd. Further, only the name of the petitioner company has changed, while the management remains the same. Thus, mere change in the name of the petitioner company will not have the effect of diluting the Lease Agreement between the petitioner and the respondent. Reference in this regard is made to the judgement in the case of *Amrit Lal Bajaj & Co. and Ors. Versus Vysya Leasing and Finance Ltd., MANU/DE/2987/2018*, wherein, it was held as follows:

“xxx xxx xxx

14. In the case of *Surendra Nath Shukla vs. Indian Airlines Corporation, MANU/WB/0062/1966 : AIR 1966 Cal 272*, the Court held as under:-

"If it is a change of name and nothing else then of course under the present Section 23(3) of the Companies Act, such change of name shall not affect any rights or obligations of the company and any legal proceedings which might have been continued or commenced by or against the company by its former name may be continued by or against the company by its new name."

15. In the case of *Pioneer Protective Glass Fibre P. Ltd. vs. Fibre Glass Pilkington Ltd., MANU/WB/0095/1984 : (1986) 60 Comp Cas*



707, the Calcutta High Court in its paragraph 10, 17, 18 and 19 held as under:-

"10. It was contended that the Companies Act, 1956, provided that a change of the name of an existing company was to be registered afresh and a new certificate of incorporation was to be issued by the Registrar, from the date of which, the change of name would be effective. It followed that from the date of the change of its name, a new company under a new name had come into existence. The rights and liabilities of the old company vested in the new company under the statute which further provided that any proceeding which had been commenced or continued by the company in its old name could be continued by the company in such name even after the change of name. No right, however, was conferred on the company to commence a new proceeding in its old name.

17. On a consideration of the relevant sections of the Companies Act, 1956, relating to change of name of existing companies, noted earlier, it does not appear to us that a change of the name of the company results in its dissolution and incorporation of a new company under a new name. Section 21 of the statute permits a company to change its name in the manner as prescribed and nothing else. Ex facie, the section indicates that the company continues in a new name.

18. Section 23 of the Act appears mainly to be a ministerial section and lays down the procedure for recording of the change of name. A fresh certificate of incorporation is no doubt issued, but the same is only for the purpose of recording the alteration in the name. The effect of the issue of the new certificate as provided in Sub-section (1) of Section 23 is to render the change of name complete and effective and nothing more. The section does not provide or imply that on the issue of the new certificate, the company as it existed will stand dissolved and a new company will come into existence.

19. Sub-section (3) of Section 23 provides that change of name will not affect any right or obligation of the company and that legal proceedings in the old name will not be rendered defective but will be continued by or against the company in its new name. The expression used in the section is "the company" and not "old company", or "new company", or "dissolved company". There are further indications that in spite of a change of name, the entity continues."

xxx xxx xxx"

(Emphasis Supplied)



17. This Court notes that petitioner has placed on record the Board Resolution dated 02nd April, 2024, wherein, the petitioner company has issued a Power of Attorney in favour of Mr. Vivek Wadhwa, as per which, he has been given the power to authorize and sub-delegate any of the powers conferred as per the said Power of Attorney, including, the filing of the present petition. Therefore, Mr. Vivek Wadhwa authorizing Mr. Tarun Kumar Ghai by way of another Power of Attorney that is also placed on record before this Court, clearly shows valid authorization of the authorized representative of the petitioner-company, i.e., Mr. Tarun Kumar Ghai, who has filed the present petition.

18. Thus, in light of the Board Resolution, and the valid authorization, the contention of the respondent in that regard cannot stand.

19. As regards the contention of the respondent with regard to mutual discussion not having taken place between the parties, it is no more *res integra* that such provisions, for the purposes of mutual discussion, which are pre-arbitral mechanisms, are only directory in nature, and such covenant in a clause of an agreement is not mandatory in nature. Thus, this Court in the case of *Coach Com Versus DME its Sole Proprietor Smt. Lalita Devi Sureka, Northern Railway, 2025 SCC OnLine Del 8055*, has held as follows:

“xxx xxx xxx

*9. In Jhajharia Nirman v. South Western Railways, 2024 SCC OnLine Del 7133, a Coordinate Bench of this Court, dealing with a similar arbitration clause in a Railway Contract, **has observed that any pre-condition in an arbitration agreement binding one of the contracting parties to either exhaust the pre-arbitral amicable resolution procedures or to take recourse to conciliation are directory, and not mandatory in nature.***

xxx xxx xxx”



(Emphasis Supplied)

20. Therefore, merely because mutual discussion between the parties has not taken place, it shall not be an impediment for the purposes of invoking the Arbitration Clause or for appointment of an Arbitrator.

21. Further, as regards the contention of the respondent that the notice under Section 21 of the Arbitration Act is not supported by valid proof of service, this Court notes that the petitioner has duly placed on record the E-mail, by which the notice under Section 21 of the Arbitration Act was duly served upon the respondent. Moreover, the respondent does not dispute the said E-mail address and confirms the fact that the E-mail is of the respondent.

22. Thus, it is apparent that the notice under Section 21 of the Arbitration Act, has been duly served upon the respondent.

23. At this stage, the attention of this Court has been drawn to the Arbitration Clause, as contained in Article 15 of the Lease Agreement, which is reproduced as under:

“xxx xxx xxx

ARTICLE 15: ARBITRATION AND JURISDICTION:

15.1 In the case of any dispute or any difference between the Parties arising out of or in relation to this Agreement including dispute or difference as to the validity of this Agreement or interpretation or any of the provision of this Agreement, the same shall be resolved by mutual discussion. If the Parties fail to settle the dispute or difference mutually within 15 days after the dispute shall have arisen then the same shall be referred to Arbitration or the sole arbitrator, appointed by the Parties by mutual agreement. If the Parties fail to agree to a common sole Arbitrator within 45 days after the dispute shall have arisen either party shall make an application to the Chief Justice of the Delhi High Court or any other person or Institution appointed by him for the appointment of the Sole Arbitrator and such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The provisions of this Article shall survive the termination of this Agreement. Each Party shall bear its own costs; all common costs shall be shared equally by both the Parties. The venue and seat of the arbitration shall be Delhi. The language of arbitration shall be English.

15.2 It is agreed by and between the parties that the Courts in Delhi shall have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this Agreement.

xxx xxx xxx”



24. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, whereby, the parties have agreed that the disputes shall be settled by arbitration, in accordance with the provisions of Arbitration Act. Further, the seat and venue of arbitration shall be at Delhi.

25. This Court notes that the petitioner has an approximate claim of Rs. 25,22,753/- (Rupees Twenty-Five Lakhs Twenty-Two Thousand Seven Hundred Fifty-Three Only).

26. Learned counsel for the petitioner submits that the arbitration proceedings shall be conducted under the aegis of Delhi International Arbitration Centre (“DIAC”).

27. Therefore, in view of the above and there being existence of a valid Arbitration Agreement regarding the disputes that have arisen between the parties, this Court is of the considered opinion that there is no impediment in appointment of an Arbitrator.

28. Accordingly, the following directions are issued:

- i) Ms. Isha Bhalla, Advocate (Mob: +91- 9811788189) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of DIAC, Delhi High Court, Sher Shah Road, New Delhi.
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator’s appointment on that count, the parties are given liberty to file an appropriate application before this Court.



2026:DHC:4109



- v) It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
- vi) It is made clear that all the rights and contentions of the parties, including, as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
- vii) The parties shall approach the learned Arbitrator within two (02) weeks from the date of appointment of the Arbitrator.
18. It is made clear that this Court has not expressed any opinion on the merits of the case.
19. Accordingly, the present petition is disposed of in the aforesaid terms.
20. The Registry is directed to send a copy of this order to the Secretary, DIAC, as well as to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MAY 7, 2026/au