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

+ **ARB.P. 379/2024**

**M/S. CLIX CAPITAL SERVICES PVT. LTD** .....Petitioner

Through: Mr Puneet Raj Bhandarwal, Mr Ravi  
Shankar Garg, Ms Mamta Garg and  
Mr Chanakya Verma, Advs. (through  
VC)

versus

**M/S KMR UNIVERSAL HOSPITAL & ORS.** .....Respondents

Through: None

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

**12.07.2024**

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1. This is a petition file under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole arbitrator to adjudicate the disputes between the parties.
2. The respondents approached the petitioner-company for providing financial assistance for purchase of machines/medical equipment under loan. The petitioner sanctioned Medical Equipment Term Loan amounting to Rs.2,40,08,727/- vide sanction letter dated 30.07.2021.
3. The respondents executed Facility-Cum-Hypothecation Agreement dated 12.08.2021 along with a Deed of Guarantee Loan in favour of the petitioner-company. The respondent was to pay 62 equated monthly installments (EMIs) of Rs. 2,92,562/-. On 12.08.2021, part loan amount of Rs. 1,21,95,612/- was disbursed. However, due to non adherence of the



installments, the petitioner was constrained to terminate the loan facility and called the respondent to pay the outstanding amount of Rs. 1,20,29,863/- (being the foreclosure amount) *vide* Loan Termination Notice dated 16.09.2022. Thereafter, the petitioner filed a petition under Section 9 of the Arbitration and Conciliation Act.

4. On 14.06.2023 the petitioner invoked the arbitration clause. The arbitration clause is Clause 8.7 of the Facility-Cum-Hypothecation Agreement and reads as under:

**“8.7. ARBITRATION**

*8.7.1. In case of any dispute arising out of or in relation to the Transaction Documents, the Party shall settle the dispute through arbitration under the Indian Arbitration and Conciliation Act, 1996 (amendments thereto). The arbitration shall be referred to a sole arbitrator appointed by the Lender. The venue of arbitration proceedings shall be New Delhi, India. All proceedings shall be in English.”*

5. The e-mail id of the respondent is contained in the application form filed by the respondent and reads as: kmrhelp24@gmail.com. It is the same e-mail id where notices have been sent by the Registry. The respondent Nos.2 and 3 are the partners of respondent No.1.

6. For the said reasons, the respondent is served in the present petition, however, there is no appearance on behalf of the respondents.

7. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

i) Mr. Ram Kumar Gupta, Advocate (Mob. No.9810487723) is appointed as a Sole Arbitrator to adjudicate the disputes between



the parties.

- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
  - iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
  - iv) 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 on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
  - v) The parties shall approach the learned Arbitrator within two weeks from today.
8. The petition is allowed and disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**JULY 12, 2024**

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[Click here to check corrigendum, if any](#)