



2024:DHC:6890



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 952/2024**

M/S KOTAK MAHINDRA PRIME LTDPetitioner
Through: Mr. Rohit Nain and Mr.
Balvinder S. Mouji, Advs.

versus

MS. DOLLY KHURANA & ANR.Respondents
Through: Mr. Jayesh Gupta, Adv.

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)

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05.09.2024

1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996¹, for reference of the dispute between the parties to arbitration.

2. The dispute arises in the context of a Car Finance Agreement dated 14 September 2021 and Personal Loan Agreement dated 31 October 2022, which contained the following clauses, envisaging resolution of disputes by arbitration. The said clauses read thus:

Arbitration Clause in Car Finance Agreement dt. 14 September 2021

“31. All disputes, differences and/or claim arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and



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shall be referred to the arbitration of a sole arbitrator to be nominated by the LENDER. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as arbitrator, the LENDER may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be conducted in English language and held at the place ore particularly mentioned in the SCHEDULE-I of the present agreement hereunder.”

Arbitration Clause in Personal Loan Agreement dt. 31 October 2022

“26. All disputes, differences and/or claim arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator to be nominated by the LENDER. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as arbitrator, the LENDER may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be conducted in English language and held at the place ore particularly mentioned in the SCHEDULE-I of the present agreement hereunder.”

3. Disputes having arisen between the parties, the petitioner invoked arbitration by notice dated 1 April 2024 issued under Section 21 of the 1996 Act. The respondents did not reply to the said notice.

4. It is in these circumstances that the petitioner has approached this Court under Section 11(6) of the 1996 Act.

5. Mr. Jayesh Gupta, learned Counsel for the respondents has no objection to the dispute being referred to arbitration, subject to all contentions of the respondents being open to be urged in the arbitral

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proceedings.

6. The total claim amount of the petitioner against the respondents is stated to be in the region of ₹ 20 lakhs.

7. Accordingly, this Court appoints Mr. Gaurav Varma, Advocate, (Tel: 9711197229) as the arbitrator to arbitrate on the dispute between the parties.

8. The arbitrator shall be entitled to charge fees as per the Fourth Scheule to the 1996 Act

9. The learned arbitrator is also requested to file requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on the reference.

10. This Court has expressed no opinion on any aspect of the matter preliminary or on merit. All aspects shall remain open for argument before the learned arbitrator.

11. The petition stands allowed in the aforesaid terms.

C. HARI SHANKAR, J.

SEPTEMBER 5, 2024

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Click here to check corrigendum, if any

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