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

+ **ARB.P. 1162/2024**

HDFC BANK LTD

.....Petitioner

Through: Mr. Anish Bhola, Advocate.

versus

RAVI SINGH TOMAR

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

17.12.2024

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1. The Petitioner has approached this Court under Section 11 of the Arbitration & Conciliation Act seeking appointment of an Arbitrator for adjudication of disputes which has arisen between the parties in respect of the loan agreement entered into between the parties.
2. Material on record indicates that the Respondent approached the Petitioner for financial assistance and a loan of amount of Rs.6,04,709/- was disbursed to the Respondent for purchase of a vehicle. It is stated that additional financial assistance of Rs.1,01,099/- was also disbursed by the Bank.
3. It is stated that since the Petitioner defaulted in the repayment of loan amount, the Petitioner recalled the entire loan facility extended to the Respondent and a petition under Section 9 of the Arbitration & Conciliation Act was filed by the Petitioner for re-possession of the vehicle. It is stated that an order for repossession of the vehicle in question was passed and a



Court Receiver was appointed to take the possession of the vehicle.

4. It is stated that a notice under Section 21 of the Arbitration & Conciliation Act was issued on 05.07.2023. Material on record indicates that the vehicle in question has been sold in an auction for the sum of Rs.2,56,222/-. According to the Petitioner, after the sale of the vehicle, the loan account has yet not been satisfied and the Petitioner has therefore approached this Court seeking appointment of an Arbitrator.

5. On a pointed question being put to the learned Counsel for the Petitioner as to how this Court will have the jurisdiction more so when the Petitioner has the registered office in Mumbai and the Respondent stays in Gurgaon, learned Counsel for the Petitioner draws the attention of this Court to the arbitration clause stating that the seat of arbitration shall be at the place of the office which has sanctioned the loan. He states that the office sanctioning the loan is in Delhi and therefore this Court will have the jurisdiction. An affidavit to this effect has been filed on 10.12.2024.

6. Notice was issued to the Respondent on 12.08.2024 and the Respondent stands served.

7. Accordingly, Ms. Chandrika Gupta, Advocate, (Mob: 9910122455) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks



of entering on reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 17, 2024

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