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

+ **ARB.P. 142/2025**

AXIS FINANCE LIMITED

.....Petitioner

Through: appearance not given

versus

ROHIT SANG & ANR.

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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07.07.2025

1. This is a petition filed under section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The petitioner is a non-banking finance institution engaged in the business of providing loan/credit facilities.
3. The respondent No. 1 is the borrower and respondent No. 2 is the co-borrower, availed loan facilities from the petitioner for personal purposes and had executed loan documents.
4. The petitioner sanctioned and disbursed a loan of Rs. 40.25 lakhs as per the terms and conditions contained in the Loan Agreement dated 19.03.2024.
5. The arbitration clause is contained as clause 14 in the said Agreement which reads as under:-



“14. Arbitration

I. All disputes, differences and/or claim or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held Mumbai/ Delhi.

II. Notwithstanding anything to the contrary contained herein, any dispute, controversy or claim arising out of or relating to this contract, including its construction, meaning, scope or validity thereof, shall be resolved and settled by arbitration under the Arbitration and Conciliation Act, 1996 (as amended) which may be administered electronically under Online Dispute Resolution (ODR), in accordance with its Dispute Resolution Rules (Rules).”

6. Since the borrower committed default, the petitioner issued loan recall notice dated 09.12.2024 and thereafter, invoked arbitration on 11.12.2024.
7. The respondents have been represented through counsel and the parties were referred to mediation.
8. On the last date of hearing, 2 weeks were granted as final opportunity



to the respondents to file a reply.

9. No reply has been filed and today, nobody is appearing on behalf of the respondents as well.
10. Since the respondent No.1 has expired, the disputes between the petitioner and respondent No.2 are referred to arbitration.
11. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Saurabh Seth, Advocate (Mob: 9811393402) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - 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 Act prior to entering into the reference.
 - v) 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.
 - vi) The parties shall approach the learned Arbitrator within two



weeks from today.

12. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 7, 2025 / (MS)

Click here to check corrigendum, if any