



\$~11

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

+ **ARB.P. 178/2025**

ADITYA BIRLA FINANCE LTDPetitioner

Through: Mr. Ajay Uppal, Advocate

versus

M/S DOLPHIN ELEVATOR & ORSRespondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

11.03.2025

%

1. The Petitioner has approached this Court under Section 11(6) of the Arbitration & Conciliation Act for appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Loan Agreement dated 26.08.2022 entered into between the parties.
2. It is stated that the Respondents had defaulted in payment of loan, resulting in the Petitioner recalling the loan on 12.12.2024. It is stated that notice under Section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration was issued. It is stated that the letter has also been issued by the Respondents stating that all the communications required under the Loan Agreement dated 26.08.2022 shall be made by the Respondents from e-mail ID i.e. vedshukla388@gmail.com. It is stated that the Respondents have been served through e-mail.
3. Notice in the instant Petition was issued on 24.01.2025. The Office report indicates that the notice was served upon the Respondents through e-



mail. Therefore, the service is complete.

4. Today, there is no appearance on behalf of the Respondents.

5. Clause 22 of the Loan Agreement dated 26.08.2022 contains an Arbitration Clause, which reads as under:-

“Laws of India shall govern this Agreement, the security and other documentation pursuant hereto and courts in the City of Delhi having exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement, the security and other documentation pursuant hereto. All claims or disputes arising out of or in relation to this agreement shall be settled by arbitration. The arbitration tribunal shall consist of a sole arbitrator to be appointed by Lender. All parties to this Agreement hereby expressly consent to Lender being the sole appointing authority. Any vacancy created in the arbitration tribunal, for any reason whatsoever, shall also be filled only by Lender acting as the Sole appointing authority.

The place of Arbitration shall be Delhi or such other place as per Lender’s discretion. Parties agree that the courts in Delhi or such other courts as decided by Lender shall have the exclusive jurisdiction to exercise all powers under the Arbitration and Conciliation Act, 1996.”

6. Perusal of the Arbitration Clause reveals that the parties to the Agreement have decided that the disputes between the parties under the Agreement shall be adjudicated through Arbitration. It is also agreed that the seat of the Arbitration shall be at Delhi. Therefore, this Court has the jurisdiction to entertain the instant Petition.

7. In view of the fact that the disputes have arisen between the parties under the Loan Agreement dated 26.08.2022 and Clause 22 of the said



Agreement contains an Arbitration Clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes which have arisen between the parties.

8. Accordingly, Ms. Anuradha Arputham, Advocate (Mob: 9871422641) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

9. 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.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a week of entering on reference.

11. 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.

12. 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.

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

SUBRAMONIUM PRASAD, J

MARCH 11, 2025

RJ