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

+ **ARB.P. 210/2025**

KOTAK MAHINDRA PRIME LIMITEDPetitioner

Through: **Mr. Kushal Kumar, Mr. Rishabh
Basoiya, Advs.**

versus

ALOK KUMAR

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

17.03.2025

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1. This is a petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties arising out of the Car Finance Agreement dated 28.07.2023.
2. The arbitration clause is clause 32 of the said agreement and the same reads as under:

“32. Arbitration:

All disputes, differences and/ or claim arising out of these presents or in any way touching or concerning the same or as to construction, 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 an 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 more particularly mentioned in the SCHEDULE-I of the present agreement hereunder.”

3. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 12.11.2024.

4. The facts are that the petitioner entered into the aforesaid Car Finance Agreement dated 28.07.2023 with the respondent whereby the respondent availed a car finance facility to the tune of Rs.19,27,464/-. Since the respondent failed to adhere to the terms and conditions of the Car Finance Agreement, the petitioner invoked arbitration.

5. In the present petition, notice was issued on 29.01.2025. As per the service report, the respondent has been on his Mail ID i.e. alok.alokkumar7774@gmail.com, which is the E-Mail ID appearing in the Car Finance Agreement.

6. Despite the service of notice, there is nobody appearing on behalf of the respondent. I am satisfied that there is a valid arbitration clause under the Car Finance Agreement dated 28.07.2023 and there are disputes subsisting between the parties.

7. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Utkarsh, (Adv.) (Mob. No. 9871926153) 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').
 - 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 petitioner shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 17, 2025

Click here to check corrigendum, if any