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

+ **ARB.P. 231/2025**

CARS 24 FINANCIAL SERVICES PRIVATE LIMITED

.....Petitioner

Through: Ms. Rit Arora & Mr. Anurag Arora
Advocates.

versus

BANTI THAKUR PROPRIETOR OF M/S AVNI & ANR.

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

27.02.2025

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1. Pursuant to the notice issued, no one appears on behalf of the respondent despite service having been effected by the petitioner. An affidavit of service has been filed showing that the copy of the petition was duly served on the respondent through speed-post on 13th February 2025. Copy of the notices has also been served on the *WhatsApp* number of the respondent.

2. Accordingly, this petition has been filed seeking appointment of an Arbitrator to adjudicate disputes arising out of 'Credit Facility Agreement' dated 20th August 2020. The due amount as on 11th January 2025, is Rs.6,67,188/-. As per *Clause 15.2* of the agreement, the Seat of the Arbitration is New Delhi.

3. The notice of invocation was sent on 23rd October 2024, to which



there was no response.

4. The Supreme Court in ***Fugro Survey (India) (P) Ltd. v. Ramunia International Services Ltd.***(2012) 10 SCC 752 and ***Suprema Inc. v. 4G Identity Solutions (P) Ltd.*** (2015) 13 SCC 122, and this Court in, ***Energy Efficient Services Ltd. v. Merry Gold Enterprises*** 2023 SCC OnLine Del 2365 and ***Aditya Birla Finance Ltd. v. Anjali Nag*** 2024 SCC OnLine Del 2568, in similar situations, where the respondents did not appear before the Courts despite issuance of notice and service being affected upon them, proceeded *ex-parte* against such respondents and appointed the arbitrator.

5. Upon a conspectus of the averments contained in the petition and the submissions made, this Court is of the opinion that there is a valid and subsisting arbitration agreement between the parties, within the territorial jurisdiction of this Court, the disputes stated to have arisen between the parties do not appear *ex facie* to be non-arbitrable.

6. Considering the aforesaid, the petition is allowed. The following directions are issued:

- i) ***Mr. Roshan Lal Goel, Advocate*** (Mob. No. 9654169406) is appointed as an 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 (**‘DIAC’**). The remuneration of the learned Arbitrator shall be as per DIAC schedule.
- iii) The Sole Arbitrator is requested to furnish a declaration in terms of Section 12 of the A&C Act prior to entering into the reference.



- iv) It is made clear that all the rights and contentions of the parties, including the arbitrability/maintainability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute by either of the parties are left open for adjudication by the Sole Arbitrator.
 - v) The parties shall approach the Sole Arbitrator on 07th March 2025.
- 7. The petition is disposed of.
 - 8. Order be uploaded on the website of this Court.

ANISH DAYAL, J

FEBRUARY 27, 2025/MK/bp