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

+ **ARB.P. 239/2025**

CARS 24 FINANCIAL SERVICES PRIVATE LIMITED

.....Petitioner

Through: Mr. Rit Arora, Advocate (Through
VC)

versus

A ARJUN PROPRIETOR OF M/S A ARJUN & ANR.

.....Respondents

Through: Mr. V. Vasudeven, Advocate for R-1
& R-2

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 08.04.2025

1. The present petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 (Act of 1996) seeking appointment of the Arbitrator for adjudication of disputes between the parties in terms of the Credit Facility Agreement dated 29.11.2019 (Credit Facility Agreement) executed between the parties.
2. It is stated that the Credit Facility Agreement contains an Arbitration Clause '15.2' of the said agreement as applicable to the parties herein. It is stated that the said Clause '15.2' also records that the seat of Arbitration is at New Delhi.
3. It is stated that Petitioner Company has evaluated the claim to the tune of Rs. 40,86,677/- on account of total foreclosure as on 11.01.2025.
4. Learned counsel for the Petitioner states that the quantum of amount,



which is subject matter of the dispute is approximately Rs. 40.87 Lakhs. He states that the arbitration may be conducted under the aegis of the Delhi International Arbitration Centre (DIAC) and an Advocate be appointed as an Arbitrator considering the value of the claim amount involved.

5. Mr. V. Vasudeven, learned counsel for the Respondents has entered appearance. He states that he disputes the allegations in the petition and reserves his rights to respond on merits during arbitration.

6. Parties submit that the settlement talks between the parties have failed and they jointly request for appointment of an Arbitrator.

7. Upon perusal of the Clause '15.2' of the Credit Facility Agreement, this Court is satisfied that there exists an arbitration agreement between the parties and the said clause has been duly invoked by the Petitioner Company by issuing the notice invoking arbitration dated 23.10.2024. Further, the said clause shows that parties have agreed that the seat of Arbitration will be New Delhi.

8. In view of the aforesaid submission, considering the fact that the arbitration agreement forms part of the Credit Facility Agreement and it is mentioned in the said Agreement that a Sole Arbitrator is to be appointed for adjudication of the disputes, therefore, the present petition is allowed with consent of the parties and the following directions are passed:

9. Mr. Rajat Navet, Advocate [Mobile No.: 9650881816, Email ID: rajatnavet@hotmail.com, Enrolment No.: D-1696/2001] is appointed as a Sole Arbitrator.

10. The arbitration will be held under the aegis of the DIAC. The remuneration of the Sole Arbitrator shall be in terms of the Schedule IV of the Act of 1996.



11. The Sole Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference.

12. It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication of the Sole Arbitrator.

13. Learned Counsel for the Petitioner Company states that the Statement of Claim will be duly filed within four (4) weeks. It is ordered accordingly. The Respondent will file its Statement of Defence within a period of four (4) weeks, thereafter.

14. List for preliminary hearing to be presided over by the Sole Arbitrator on **07.07.2025** at **11:30 A.M.**

15. With the aforesaid direction, the petition stands disposed of.

16. The registry is directed to send a copy of this order to Secretary, DIAC for information and compliance and to the Sole Arbitrator.

17. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

APRIL 8, 2025/sk/hp

[Click here to check corrigendum, if any](#)