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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 312/2025**
AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Vatsal Sharma, Adv.

versus

JYOTI CARMIN LOBO

.....Respondent

Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
25.03.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The petitioner advanced a loan to the respondent *vide* loan agreement dated 05.08.2021.
3. Since the respondent defaulted in making payment of the loan, account of the respondent was declared NPA and thereafter notice under Section 21 was issued invoking arbitration on 21.06.2024.
4. The arbitration clause is clause 14 of the loan agreement and reads as under:-

“14. 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.”

5. The respondent has been served through DTDC Courier and the affidavit of service is on record.
6. For the said reasons, I am satisfied that the respondent has been served.
7. Despite service, there is nobody appearing on behalf of the respondent. I am also satisfied that there are disputes between the petitioner and the respondent.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Sapna Chauhan, (Adv.) (Mob. No. 9811264265/7840020100) 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 parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

MARCH 25, 2025 (MS)

JASMEET SINGH, J

Click here to check corrigendum, if any