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

+ ARB.P. 368/2025

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Ankush Bhardwaj, Mr. Harshit
Chopra and Mr. Shikhar Gupta, Advs.

versus

MANJUNATH

.....Respondent

Through: None

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **20.05.2025**

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ['Act of 1996'], has been filed by the Petitioner-Bank, seeking an appointment of an Arbitral Tribunal comprising of a Sole Arbitrator, to adjudicate the disputes between the parties arising out of Loan Agreement dated 30.08.2023 ['the Agreement'] executed between the parties.
2. It is stated that the Petitioner-Bank has granted a loan of Rs. 27,79,218/- to the Respondent vide the said Agreement.
3. It is stated that since the Respondent has defaulted on making timely installment payments, the Respondent is in breach of the terms and conditions of the said Agreement and therefore, the Petitioner-Bank issued a Demand Notice dated 08.01.2025 to the Respondent to pay a sum of Rs. 28,32,276/- but to no avail.
4. It is stated that subsequently, the Petitioner-Bank invoked the Arbitration Agreement vide letter dated 15.01.2025. It is stated that the said



notice has not been responded to by the Respondent and in these circumstances, the Petitioner-Bank has been constrained to approach this Court under Section 11(6) of the Act of 1996. It is stated that parties have agreed to mutually conferred jurisdiction on Courts at Delhi.

5. Learned counsel for the Petitioner states that the Respondent has been duly served on the e-mail address and on WhatsApp on the mobile number provided in the Annexure to the loan agreement. He states that the e-mail address and the mobile number is also duly reflected in the statement of the bank account. He states that the value of the claims is Rs. 30 lakhs approximately.

6. None appears on behalf of the Respondent.

7. This Court has heard the learned counsel for the Petitioner-Bank and perused the record.

8. The Arbitration clause 19 of the Loan Agreement dated 30.08.2023 clearly stipulates that all claims or disputes arising out of the Agreement shall be resolved through Arbitration. The said Clause 19 reads as under: -

“19. Arbitration:

- (i) All and any dispute/s, differences arising out of or in connection with this Agreement and/or Facility Documents and the Schedule of the Terms attached thereto, controversy or claim arising out of or relating to this Agreement and Facility Documents, including its construction, meaning, scope or validity thereof, or compliance with the provisions of the Facility Documents shall be resolved and settled, by arbitration only in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereto and shall be referred to either a Sole Arbitrator to be appointed by the Lender out of the panel of Arbitrators or shall be referred to an Arbitration Centre, an independent institution, appointed by the Lender and the Parties shall be at liberty to select the Arbitrator from the panel of the Arbitrators of Lender or the Arbitration Centre.”

(Emphasis Supplied)



9. This Court, vide Order dated 25.02.2025, issued notice to the Respondent. The matter was thereafter listed on 25.03.2025, on which date the counsel for the Petitioner sought another opportunity to serve the Respondent. Accordingly, vide order dated 25.03.2025, the Petitioner was directed to take steps for issuance of notice to Respondent.

As per the office noting, the Respondent has been served through e-mail. The learned counsel for the Petitioner has also submitted that the Respondents have been duly served through email and WhatsApp. The Respondent is accordingly deemed to be served. However, till date the Respondent has failed to file the reply to the present petition.

10. This Court has perused the report of the Registry, affidavit of service filed by the Petitioner-Bank. In view of the same this Court is satisfied that the Respondent have been served. However, none appears on behalf of the Respondent and no reply has been filed on behalf of the Respondent.

11. In view of the fact that there exists an arbitration agreement in the Loan Agreement dated 30.08.2023, this Court deems it appropriate to appoint a Sole Arbitrator. Accordingly, Mr. Raghav Narayan, Advocate, [Mob. No. 8860662882, E-mail – raghavnarayan1993@gmail.com, Enrl. No. D-2137/2016] is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

12. The disputes between the parties under the said agreement are referred to the sole arbitral tribunal, with the following directions: -

- a) The arbitral proceedings will be held under the aegis of the DIAC.
The arbitral proceedings will be governed by the rules of DIAC.
- b) The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1996, as amended by the Rules of



DIAC.

- c) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference and in the event, there is any impediment to the appointment of on that count, the parties are given liberty to file an appropriate application in this Court.
- d) The parties are directed to appear before the learned Arbitrator for preliminary hearing on **31.07.2025** at **10:30 A.M.**
- e) The statement of claim will be filed within four (4) weeks.

13. It is clarified that all rights and contentions of the parties, including on maintainability/arbitrability of the claims and on merits, are left open for adjudication by the learned Arbitrator and nothing said in this order is an expression on the merits of the case.

14. The DIAC is directed to issue fresh notice to the Respondent for the hearing dated **31.07.2025**.

15. Copy of this order be communicated by the Registry to the Respondents through email.

16. With the aforesaid directions, this petition stands disposed of.

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 purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

MAY 20, 2025/msh/MG

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