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

+ **ARB.P. 433/2025**

AXIS FINANCE LIMITED

....Petitioner

Through: Mr. Ankush Bhardwaj, Adv.

versus

MEDICHARLA SIVA TATA RAO NAIDU & ANR.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **19.11.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.
2. The brief facts of the case are that the Petitioner, a non-banking finance institution, is engaged in the business of providing loan/credit facilities. The respondent No. 1 approached the petitioner seeking a personal loan facility and consequently a Loan Agreement dated 31.03.2023 was executed between the parties. The respondent No. 1 is the principal borrower and respondent No. 2 is the co-borrower.
3. The Loan Agreement contains an arbitration Clause being Clause No. 14 which reads as under:

“14. Arbitration:

(i) 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.

(ii) Notwithstanding anything to the contrary contained herein, any dispute, controversy or claim arising out of or relating to this contract, including its construction, meaning, scope or validity thereof, shall be resolved and settled by arbitration under the Arbitration and Conciliation Act, 1996 (as amended) which may be administered electronically under Online Dispute Resolution (ODR), in accordance with its Dispute Resolution Rules (“Rules”).

(iii) The parties consent to carry out the aforesaid proceedings electronically via the email addresses and / or mobile numbers as per Axis Finance records, updated from time to time.

(iv) The parties agree that the aforesaid proceedings shall be carried out by a sole arbitrator appointed under the Rules. The juridical seat of arbitration shall be Delhi/Mumbai, India and the aforesaid proceedings shall be subject to the exclusive jurisdiction of the competent courts in Delhi/Mumbai, India.



The language of arbitration shall be English. The law governing the arbitration proceedings shall be Indian law. The decision of the arbitrator shall be final and binding on the parties The Borrower irrevocably waives any objection now or in future, to the laying of the venue of any legal proceedings in the courts and tribunals at Delhi/Mumbai, and any claim that any such legal proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any legal proceedings brought in the courts and tribunals at Delhi/Mumbai, shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.”

4. Since there were defaults the petitioner invoked arbitration vide legal notice dated 15.01.2025 and thereafter filed the present petition.
5. The respondent No. 1 had already been served and as per the Audit Trail the email ID of respondent No. 2 is ID durgabolisetti22@gmail.com.
6. As per the Affidavit of Service, respondent No. 2 has also been served at the said email ID. Despite service there is nobody appearing on behalf of the respondents.
7. I am satisfied that there is a valid arbitration clause and there are disputes between the parties which need to be resolved through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following



directions are issued:-

- i) Mr. Rahul Tyagi, Advocate (Mob. No. 9810079817) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules 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 Audit Trail and the Affidavit of Service handed over in Court today is taken on record.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

NOVEMBER 19, 2025/AS