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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 460/2025**
M/S. SINGH FINLEASE PVT. LTD.

.....Petitioner

Through: Mr. Murari Kumar, Ms. Pragya
Verma, Mr. Mayank Kumar Verma,
Advs.
Mr. Shiv Shankar, Adv.

versus

M/S. SWASTIK HOME BUILD PVT. LTD. & ORS.

.....Respondents

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
29.08.2025

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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 to adjudicate the disputes between the parties arising out of the Loan Agreement dated 27.06.2018.
2. The facts are that the petitioner advanced a loan of Rs.80,00,000/- to the respondents under the said Loan Agreement. Respondent No. 1 is the principal borrower and respondents No. 2 and 3 are the co-borrowers.
3. The said Loan Agreement contains an arbitration clause being Clause No. 22(b), which reads as under:

“(b) All disputes, differences and/or claim arising out of or touching upon this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to the sole



Arbitrator. SFPL shall have sole authority to nominate & appoint the sole Arbitrator and the decision of SFPL in appointment of sole Arbitrator shall be final and binding. Any award by sole Arbitrator shall be final and binding on the borrower(s), Co-borrower(s) and Guarantor(s) to this Agreement”

4. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 13.12.2024 and thereafter, filed the present petition.
5. Although the respondents have been served and have previously appeared, no written submission has been filed by any of the respondents.
6. I am satisfied that respondents have been duly served, however, despite service there is nobody appearing on behalf of the respondents. Further, there is a valid arbitration clause and there are disputes between the parties which need to be settled through arbitration mechanism.
7. For the said reasons, the petition is allowed, with the following directions:
 - i) Mr. Harkirat Sawhney, Advocate (Mob. No. 9810000381) 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 petitioners shall approach the learned Arbitrator within two weeks from today.
8. The petition is disposed of in the aforesaid terms.

AUGUST 29, 2025 / (MS)

JASMEET SINGH, J