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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 458/2025**
M/S. SINGH FINLEASE PVT. LTD.Petitioner

Through: Mr. Murari Kumar, Mr. RP Parmar,
Mr. Shiv Shankar, Advs.

versus

MR. JATAN SINGH & ANR.Respondents
Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
26.03.2025

1. This is a petition filed under section 11(6) of Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of Loan Agreement dated 27.02.2018. The said agreement contains an arbitration clause being clause 22 (b) which reads as under:

“22. LAW, JURISDICTION, ARBITRATION

.....

(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.

....”

2. The facts are that the petitioner is a Non-Banking Financial Company (NBFC). The respondents approached the petitioner and availed a loan to the tune of Rs.16,52,250/- . Subsequently, the Loan Agreement dated 27.02.2018 came to be executed between the parties. Respondent no.1 is the borrower and respondent no.2 is the co-borrower.
3. Since the respondents failed to adhere to the contractual terms of the Loan Agreement, the petitioner recalled the loan *vide* Legal Notice dated 03.02.2022, and invoked arbitration *vide* Legal Notice dated 31.01.2025.
4. In the present petition, notice has been issued vide order dated 11.03.2025.
5. As per the affidavit of service filed on behalf of the petitioner, the respondents have been served at their E-Mail IDs being jatansingh7701@gmail.com for respondent no. 1 and rekhadevi7065@gmail.com for respondent no. 2, which are the E-Mail IDs mentioned in the loan Agreement as well.
6. For the said reasons, I am satisfied that the respondents have been served and despite service, nobody is appearing. There are disputes pending between the parties.
7. The petition is allowed and the following directions are issued:-
 - xii) Mr. Saurabh Soni, Adv. (Mob. No. 9899537484) is



- appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- xiii) 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').
 - xiv) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - xv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - xvi) 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.
 - xvii) The petitioner shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms

JASMEET SINGH, J

MARCH 26, 2025/pk

Click here to check corrigendum, if any