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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 534/2025 & I.A. 7718/2025

MS KOTAK MAHINDRA PRIME LTD

....Petitioner

Through: Mr. Paran Kumar, Adv.

versus

AJAD BAIJNATH & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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11.12.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the petitioner sanctioned a car loan to respondent No. 1 as a borrower and respondent No.2 as co- borrower, *vide* Car Finance Agreement dated 30.09.2022, for a sum of Rs. 8,14,290/-.
3. The said Agreement contains an arbitration clause being Clause No. 32 which reads as under:

“32. Arbitration:

All disputes, differences and / or claim arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of



a sole arbitrator to be nominated by the LENDER. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the LENDER may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be conducted in English language and held at the place more particularly mentioned in the Schedule I of the present agreement hereunder.”

4. Since there were defaults in payment on part of the respondents, the petitioner issued a loan recall notice dated 12.03.2024 and thereafter invoked arbitration *vide* legal notice dated 03.12.2024.

5. The respondents appeared and sought time to file a reply. However, no reply has been filed and nobody is appearing on behalf of the respondents today.

6. I am satisfied that there exists a valid arbitration clause and there are disputes which need to be adjudicated through the arbitral mechanism.

7. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Sandeep Kumar (Advocate) (Mob. No. 8899592346) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

DECEMBER 11, 2025/AS

JASMEET SINGH, J