



\$~15

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 531/2025**
KOTAK MAHINDRA PRIME LIMITEDPetitioner

Through: Ms. Ritu Rana, Adv.

versus

NEHA SINGHRespondent
Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
13.05.2025

%

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.
2. The respondent approached the petitioner for availing a loan for purchase of a 4 wheeler, for which the petitioner disbursed a loan of about Rs. 8.45 lakhs *vide* Loan Agreement dated 13.01.2024
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 he 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 the 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. Subsequently, the petitioner foreclosed the loan on 12.12.2024 and issued notice invoking arbitration dated 13.01.2025. Thereafter, the present petition has been filed.
5. As per the service report, the respondent has been served.
6. Despite service, there is nobody appearing on behalf of the respondent.
7. I am satisfied that the disputes between the parties need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Yugansh Mittal (Mob. No. 9911256665) 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 present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 13, 2025/sp

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