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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 548/2025**

M/S KOTAK MAHINDRA PRIME LTDPetitioner

Through:

versus

RACHIT SHARMARespondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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02.09.2025

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 petitioner company sanctioned a car loan to the respondent *vide* the Car Finance Agreement, bearing No. CF19757644 dated 15.12.2021.
3. The Finance Facility Application Form has been handed over, wherein the email of the respondent is shown as rhdttradersindia@gmail.com.
4. The respondent is served at the said email ID, but despite service, nobody is appearing on behalf of the respondent. It is also stated that the service through speed post has been refused.
5. There is an arbitration clause in the said Agreement, being Clause 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, 1995 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.”*

6. Since there were defaults by the respondent in making the payments, the petitioner invoked arbitration *vide* legal notice dated 03.12.2024.
7. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which 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. Prem Shankar Singh, Advocate (Mob. No. 9810282890) 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.
9. The present petition is disposed of in the aforesaid terms.
10. The document handed over in Court today is taken on record.

JASMEET SINGH, J

SEPTEMBER 2, 2025 / (MS)