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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 588/2025**

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Anjush Bhardwaj & Mr. Shikhar
Gupta, Advs.

versus

SANDEEP SIVARAMAN

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

08.07.2025

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1. This is a petition filed under section 11 (6) of the Arbitration and Conciliation Act, 1996, seeking the appointment of an Arbitrator to adjudicate the disputes between the parties.

2. The facts are that the petitioner which is the Non-Banking Financial Company ["NBFC"] advanced the loan to the respondent *vide* Loan Agreement No. 0456PLA00059172 dated 22.10.2022. On sanctioning of loan, the respondent executed the said Loan Agreement which contained arbitration clause. The respondent was declared NPA on 04.12.2023 and hence, the petitioner issued loan recall notice/demand notice dated 09.07.2024 demanding an amount of Rs 30,46,751/-.

3. Subsequently, the petitioner invoked arbitration clause being clause 14 *vide* a legal notice dated 20.02.2025, thereafter filed the present petition. The Arbitration Clause 14 reads as:-

"14. Arbitration



i. All disputes, differences and/or claim or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held Mumbai/ Delhi.”

4. As per the loan documents, the email of the respondent is stated to be “sivaramansandeep74@gmail.com”. As per affidavit of service, the respondent has been served at the said email.

5. I am satisfied that the respondent has been served and despite service, there is nobody appearing on behalf of the respondent. I am also satisfied that there are disputes existing between parties.

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

- (i) Ms. Neelampreet Kaur, (Mob. No. 9650080047) 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.

7. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 8, 2025

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