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

+ **ARB.P. 791/2024**

**IIFL HOME FINANCE LTD**

.....Petitioner

Through: Mr. Niraj Kumar, Adv.

versus

**MR.ATUL DNYANDEV ATOLE & ORS.**

.....Respondent

Through:

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

**26.03.2025**

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The petitioner advanced a loan for purchase of property bearing No. "Flat No.G-04, admeasuring 580 Sq. ft. built up area on Ground Floor in building No.3/A "Vishwanath Regency" constructed on plot/land bearing survey & Hissa No.56, 58/1, 59/2, 60/1, 6112 situated at Village Kopar, Taluka Bhiwandi, District Thane, Maharashtra.
3. The petitioner sanctioned a loan of Rs. 20,76,269/- in favour of the respondent subject to mortgaging of the said property.
4. The loan agreement dated 28.02.2017 was executed between the parties.



5. The said agreement contains arbitration clause being clause No. 12 which reads as under:

**“12. ARBITRATION**

*The Borrower and IIFL HFC agree that agreement shall be construed in accordance with the laws In force In India and in the event that any dispute or difference should arise between the parties in performance, interpretation and/or application with respect to the present agreement Including but not limited as to any amount outstanding and/or on any matter relating to or arising out of the present agreement the same shall be referred to the Sole Arbitration of an Arbitrator to be appointed by IIFL HFC whose decision shall be final and binding upon the Parties. Any notice by the Arbitrator to the respondents shall be sent by registered post at the address mentioned in the Agreement or to any changed address duly intimated in writing by the Borrower, will be deemed to be sufficient notice to the Parties. The costs and expenses of the arbitration proceedings shall be borne by the Borrower. The sole Arbitrator shall conduct the arbitration proceedings at place and location to be decided by IIFL HFC, In case of such dispute and shall be binding on the Borrower. It is also mutually agreed between the parties that IIFL HFC would be entitled to invoke the present arbitration agreement even after IIFL HFC would have recalled the Loan/terminated the contract for any reason whatsoever. It is also agreed between the parties that arbitration proceeding would be conducted in English only and in no other language.*

6. Respondent No. 1 is the borrower and the respondent No. 2 is the co-borrower.
7. Since the respondents defaulted in making payment, the petitioner



issued Loan Recall Notice dated 27.02.2023 and thereafter, notice invoking arbitration clause dated 15.03.2024 under Section 21 of the Arbitration and Conciliation Act, 1996.

8. The petitioner has undertaken SARFAESI proceedings and after recovery of SARFAESI proceedings, an amount of about Rs. 17 lakhs is due and payable.
9. Hence the present petition has been filed.
10. I am satisfied that the present petition is maintainable.
11. As per the affidavit of service, the respondents have been served via e-mail.
12. In the present case, as per Clause 12 of the Loan Agreement, the Petitioner had the choice to choose the place and location of the Arbitration and *vide* notice dated 15.03.2023, had informed the respondents that the venue of the arbitration shall be Delhi.
13. There has been no opposition to Delhi having been nominated as venue for arbitration proceedings.
14. Despite service of notice, there is nobody appearing on behalf of the respondent to oppose the present petition.
15. For the said reasons, the petition is allowed and the following directions are issued:-
  - i) Mr. Yudhvair Singh Chauhan (Advocate) (Mob. No. 9810153709) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
  - ii) 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').



- 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.
16. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**MARCH 26, 2025/sp**

*Click here to check corrigendum, if any*