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

+ **ARB.P. 861/2025**

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Ankush Bharadwaj and Ms.
Vanshika Garg, Advs.

versus

ANIMESH DAS & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

17.12.2025

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Loan Agreement dated 04.04.2023.

2. It is stated that under the said Agreement, the Petitioner, which is a non-banking financial company, has sanctioned a loan of Rs. 35,45,137/- to the Respondents which was to be repaid by the Respondents in sixty equal monthly installments. It is stated that the Respondents have failed to comply with their obligations and, therefore, disputes have arisen between the parties. It is stated that a Loan recall notice dated 14.02.2025 was issued by the Petitioner seeking payment of Rs. 26,89,305/- from the Respondents. It is stated that since the amount has not been received by the Bank, the Bank has recalled the loan. It is stated that Clause 14 of the Agreement contains an



Arbitration Clause which provides that disputes arising between the parties under the Agreement shall be decided by means of Arbitration and the seat of Arbitration can be either Delhi/Mumbai. It is stated that since the branch which sanctioned the loan is in Delhi and the Respondents are the residents of Ballabgarh, Haryana, the Petitioner has approached this Court.

3. It is stated by the learned Counsel for the Petitioner that as on date about Rs. 27,54,635/- is due and payable by the Respondent.

4. A notice dated 15.04.2025 under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioner to the Respondents invoking Arbitration. It is stated that the Respondents have failed to reply to the said Notice and, therefore, the Petitioner has approached this Court by filing the present Petition.

5. Notice in the Petition was issued on 25.08.2025.

6. Office report indicates that the Respondent No.1 has been served by e-mail. However, the e-mail sent to the Respondent No.2 has bounced back. It is stated that service through ordinary and speed post could not be effected because Respondents No.1 & 2 have sold the property, whose address is given in the Loan Agreement.

7. An affidavit of service has been filed by the Petitioner. The affidavit of service indicates that the Respondents have been served through e-mail. It is categorically stated on oath that e-mail sent to Respondent No.2 has not bounced. It is stated that Clause 12 (xii) of the Loan Agreement provides that notice on the Respondents can be served through e-mail. Clause 12 (xii) of the Loan Agreement reads as under:

“Clause 12 (xii) Any notice or request required or permitted under this Agreement to be given by either



party to the other shall be only in writing and sent on the address of the other Party as mentioned in the Schedule “B” (or in case to the Borrower, on the address of the Borrower last known to the Lender): (i) If given by the Lender, may be given by personal delivery, fax or by post or by email, SMS, through Instant Messaging Services like WhatsApp or Telegram and shall be deemed to have been served upon or received by the Borrower, if given by personal delivery, when so delivered and if by post on expiration of 3 days after the same has been delivered to the post office for onward transmission to the Borrower under certificate of posting and if by email or SMS or Instant Messaging Services like WhatsApp or Telegram as soon as it has left the outbox/device of the Lender; and (ii) If given by the Borrower to the Lender when it is actually received by the Lender.”

8. The e-mail IDs of the Respondents, to which Notice was sent, is given in the Loan Agreement and the same are as follows:

Respondent No.1: ANI.D131181@GMAIL.COM

Respondent No.2: suchanda.moitra85@gmail.com

9. A co-ordinate Bench of this Court in Lease Plan India (P) Ltd. v. Rudraksh Pharma Distributor and Others, **2024 SCC OnLine Del 2687**, while holding that service through e-mail is a proper service has held as under:

“5. By order dated 12.01.2024, learned counsel for the petitioner was directed to serve the respondents by email and WhatsApp at the addresses and phone numbers mentioned in the Agreement. Learned counsel for the petitioner has filed an affidavit of service dated 22.02.2024 which demonstrates that email and WhatsApp service was effected on 20.02.2024.



6. By order dated 06.03.2024, Mr. Pradhan was also permitted to serve the respondents through registered post and Speed Post at the address mentioned in the memo of parties. The learned Joint Registrar has recorded in the order dated 04.04.2024 that valid service has not been effected by these means in view of the Speed Post tracking report.

7. It is nonetheless clear that the respondents have been duly served by email and WhatsApp. It may be noted that the email address and the mobile number of the respondents is mentioned in the Agreement itself [at page Nos. 35, 37, 40 and 43 of the petition]. The affidavit of service dated 28.03.2024, affirmed by the authorised representative/legal counsel of the petitioner - company, demonstrates service by both these modes.

8. Although service by email and WhatsApp is sufficient, it may also be noted that in the Agreement itself, the address of the respondent for the purposes of correspondence, provided in Clause 10.3, is the address at which service has been attempted. The notice invoking arbitration sent to the same address was reported to have been delivered, but in the Speed Post report, by which the petition was sent to the address, it is stated that no such person is available at the address.

9. In view of the fact that service upon the respondents has been duly effected by email and WhatsApp on 20.02.2024, I do not consider it necessary to await the appearance of the respondents any further.”

10. In view of the above, this Court is of the opinion that service has been properly effected on the Respondents.

11. Despite proper service there is no appearance on behalf of the



Respondents.

12. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

13. Accordingly, Ms. Atreyi Chatterjee, Advocate (Mob: 9899307149) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

14. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

15. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

16. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

17. Needless to say, nothing in this order shall be construed as an expression on the merits.

18. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 17, 2025

Rahul