



\$~7

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

+ **ARB.P. 882/2025**

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Pragun Bagla and Mr. Shikhar
Gupta, Advocates.

versus

A GUNARANJAN & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

%

19.09.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the respondent No.1 is the borrower and the respondent No. 2 is the co-borrower who availed a loan facility from the petitioner for business purposes and executed the Loan Agreement dated 30.01.2024.
3. The said Loan Agreement contains an arbitration clause, being Clause No. 51, which reads as under:

“51. GOVERNING LAWS & ARBITRATION

i. All and any dispute/s, differences arising out of or in connection with this Agreement and/or Facility Documents and the Schedule of the Terms attached



thereto, controversy or claim arising out of or relating to this Agreement and Facility Documents, including its construction, meaning, scope or validity thereof, or compliance with the provisions of the Facility Documents shall be resolved and settled, by arbitration only in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereto and shall be referred to either a Sole Arbitrator to be appointed by the Lender out of the panel of Arbitrators or shall be referred to an Arbitration Centre, an independent institution, appointed by the Lender and the Parties shall be at liberty to select the Arbitrator from the panel of the Arbitrators of Lender or the Arbitration Centre.”

4. Since disputes arose between parties, and the instalments towards repayment were not in time. Hence, the petitioner invoked arbitration vide notice dated 15.04.2025 and thereafter filed the present petition.
5. As per the Loan Agreement, the email ID of the respondents is anilkumargunaranjan@gmail.com .
6. As per the affidavit of service, the respondents have been served on the said email ID. Despite service, there is nobody appearing on behalf of the respondents.
7. On perusal of the MOU, I am satisfied that there is a valid Arbitration Agreement between the parties, and there are disputes that need to be settled through the arbitral mechanism.
8. For the said reasons, the petition is allowed and disposed of with the



following directions:

- i) Mr. Tanuj Khurana, Advocate (Mob. No. 9811009959) 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.

JASMEET SINGH, J

SEPTEMBER 19, 2025

SSC