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

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+ **ARB.P. 897/2025**

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Shikhar Gupta & Mr. Pragum Bagla, Advocates.

versus

SANJAY K VARMA & ANR.

.....Respondents

Through:

6.

+ **ARB.P. 905/2025**

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Shikhar Gupta & Mr. Pragum Bagla, Advocates.

versus

JIGAR RAJANIBHAI ZALAVADIYA &
ORS.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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19.09.2025

1. The present petitions have been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties arising out of loan agreements entered into by the petitioner with the



respective respondents.

2. Both the aforesaid petitioners are essentially identical and are being disposed of by a common order. For the sake of brevity, facts of ARB.P. 897/2025 are reproduced below:

2.1. The respondents approached the petitioner seeking a loan facility for an amount of Rs. 32,45,780/-, which was sanctioned by the petitioner by executing the Loan Agreement dated 5th May, 2023 (hereinafter 'Agreement').

2.2. The Agreement contains an arbitration clause, i.e. Clause 14, which provides for adjudication of any disputes arising between the parties out the Agreement by way of arbitration. The said arbitration clause is set out below:

“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.*
- (ii) *Notwithstanding anything to the contrary contained herein, any dispute, controversy or claim arising out of or relating to this contract, including its construction, meaning, scope or validity thereof, shall be resolved and settled by arbitration under the Arbitration and Conciliation Act, 1996 (as amended) which may be administered electronically under Online Dispute Resolution (ODR), in accordance with its Dispute Resolution Rules (“Rules”).*



- (iii) *The parties consent to carry out the aforesaid proceedings electronically via the email addresses and / or mobile numbers as per Axis Finance records, updated from time to time.*
- (iv) *The parties agree that the aforesaid proceedings shall be carried out by a sole arbitrator appointed under the Rules. The judicial seat of arbitration shall be Delhi/Mumbai, India and the aforesaid proceedings shall be subject to the exclusive jurisdiction of the competent courts in Delhi/Mumbai, India. The language of arbitration shall be English. The law governing the arbitration proceedings shall be Indian law. The decision of the arbitrator shall be final and binding on the parties”*

2.3. It is submitted on behalf of the plaintiff that since the respondents failed to repay the loan amount, the petitioner sent a notice dated 15th April, 2025 to the respondents invoking the aforesaid arbitration clause under Section 21 of the Act.

2.4. No reply to the aforesaid notice was received by the petitioner on behalf of the respondents.

3. Notice was issued by the predecessor bench on 4th July, 2025 in both the present petitions.

4. As per the report of the Registry, the respondents in the present petitions have been served.

5. However, despite service, none has entered appearance on behalf of the respondents.

6. Accordingly, the dispute between the parties arising out of the Agreement is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

- a. Ms. Sarika, (Mobile No.: +91 96546 12375) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah



Road, New Delhi (hereinafter 'DIAC').

c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

d. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

e. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondent that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.

f. The parties shall approach the Arbitrator within two (2) weeks from today.

7. The petitions stand disposed of in the aforesaid terms.

8. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the cases.

AMIT BANSAL, J

SEPTEMBER 19, 2025

Vivek/-