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

+ **ARB.P. 1021/2024**

KOTAK MAHINDRA PRIME LTD

.....Petitioner

Through: **Mr. Kush Gupta, Adv.**

versus

VISHAL VERMA

.....Respondent

Through: **None**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

25.03.2025

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1. This is a petition filed under section 11(5) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of the Car Finance Agreement dated 11.07.2023.
2. The said agreement contains an arbitration clause being clause 32 which reads as under:

“Arbitration:

All disputes, differences and /or claims arising out of these presents or in any way, touching or concerning the same or as to constructions, meaning or effect hereof or as to the rights and abilities of the parties hereunder shall be settled by arbitrator to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to arbitration of a sole arbitrator to be nominated by the LENDER in the event of death; refusal; neglect, inability or incapability of a person so



appointed to act as an arbitrator, the LENDER may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be conducted in English language and held at the place more particularly mentioned in the SCHEDULE-I of the present agreement hereunder.”

3. The facts are that the respondent approached the petitioner with the purpose of availing a car loan. Based on the documents of the respondent, the petitioner sanctioned an amount of Rs.11,32,022/- to the respondent for the purchase of Mahindra & Mahindra XUV500. Since the respondents defaulted in making payment, the petitioner issued Loan Recall Notice dated 11.04.2024. Thereafter, the petitioner invoked arbitration vide legal notice dated 25.04.2024.
4. Hence, the present petition has been filed.
5. During the pendency of proceedings, the parties were also referred to mediation, however, the matter was not settled.
6. Mr. Roshan Thakur, Mr. Ankit Chauhan and Mr. Sumit Chauhan were appearing on behalf of the respondent, however, no one has been appearing on behalf of the respondent, since the last two dates. Further, no reply has also been placed on record.
7. I am satisfied that there are disputes existing between the petitioner and the respondent.
8. Since there are disputes between the parties, the petition is allowed and the following directions are issued:-
 - i. Mr. Kamal Katyan (Advocate) (Mob. No.9999956333) 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.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 25, 2025/sp

Click here to check corrigendum, if any