



\$~9

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 995/2025**
AXIS FINANCE LIMITED

.....Petitioner
Through: Mr. Vivek Sinha, Mr. Vivek Malik,
Advs.

versus

ARJUN & ORS

.....Respondents
Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
13.10.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The brief facts are that the respondents approached the petitioner for a financial facility. Pursuant to which the petitioner disbursed the financial facilities *vide* Facility Agreement dated 05.05.2019 for a sum of Rs. 4,74,111 which was to be re-paid in monthly instalments. Respondent No. 1 is the principal borrower and respondent Nos. 2 and 3 are the co-borrowers.
3. The said Facility Agreement contains an arbitration clause being Clause No. 28(c) which reads as under:

“28. (c) Notwithstanding sub-clause (a) above, the lender



may, its option choose to settle any disputes which may arise out of or in connection, with this Agreement by referring the same to arbitration in accordance with the (Indian) Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitral tribunal shall comprise of a sole arbitrator appointed by the Lender. The arbitration shall be held at Mumbai and / or Delhi, as may be determined by the Lender and the proceedings of such arbitration shall be conducted in English. The Parties hereby agree that the decision of the arbitrators shall be final and binding. The Parties hereby also agree that the cost of the arbitration proceeding shall be borne by the parties in accordance with the directions of the Arbitrator.”

4. Since the respondents failed to make the payment, the petitioner invoked arbitration *vide* Legal Notice dated 24.04.2025 and thereafter, filed the present petition.
5. Mr. Sinha, learned counsel for the petitioner states that even though there is a mortgaged property, the petitioner has not invoked any SARFAESI proceedings.
6. As per the affidavit of service, the respondents have been served through speed post. Despite service, there is nobody appearing on behalf of the respondents today.
7. I am satisfied that there is a valid arbitration clause and the disputes between the parties need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following



directions are issued:-

- i) Ms. Sandhya Gupta (Advocate) (Mob. No. 9999238109) 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.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 13, 2025/sp