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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1030/2025**

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Pragun Bagla, Mr. Shikhar
Gupta,
Vanshika Garg, Advs.

Ms.

versus

SAGAR PRAMODKUMAR SONI & ANR.

.....Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **11.09.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking the appointment of a Sole Arbitrator for the adjudication of disputes arising out of a Facility Agreement dated 21.09.2022
2. The facts of the case are that the petitioner advanced a loan to the respondent *vide* Facility Agreement dated 21.09.2022, wherein the respondent No. 1 is the principal borrower and the respondent No. 2 is the Co-borrower.
3. The said Agreement contains an arbitration clause, being Clause No. 29, which reads as under:

“29. JURISDICTION & DISPUTE RESOLUTION

a. The terms of facility shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts and tribunals in Mumbai and/ or Delhi, to settle any disputes, which may arise out of, or in connection with, this indenture and that, accordingly, any legal action, suit or proceedings arising out



of, or in connection with, the Terms of Facility may be brought in those courts and tribunals and the Borrower irrevocably submits to and accepts for itself and in respect its property generally and unconditionally, the jurisdiction of those courts and tribunals,

b. ...

c. Notwithstanding sub-clause (a) above, the Lender may, at its option, choose to settle any disputes which may arise out of or in connection with the 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 maybe 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 proceedings shall be borne by the parties in accordance with the directions of the Arbitrator.”

4. Since there were defaults by the respondents in making payments, the petitioner invoked arbitration vide legal notice dated 09.05.2025.
5. As per the Facility Agreement dated 21.09.2022, the email of the respondents is sagarsoni3350@gmail.com, and as per the Affidavit of Service, the respondents have been served at the said email.
6. Despite the service, there is nobody appearing on behalf of the



respondents.

7. I am satisfied that there is a valid Arbitration Clause and there are disputes between the parties that need to be settled through an arbitral mechanism.

8. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Pradeep Gahalot (Advocate) (Mob. No.9910004838) 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 claims, 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

SEPTEMBER 11, 2025/AS