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

+ **ARB.P. 1061/2025**

ADITYA BIRLA CAPITAL LTD.Petitioner

Through: Mr. Dheeraj Kumar Nag, Adv.

versus

ANUJ SAINI & ORS.Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

09.12.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Loan Agreement dated 25.03.2023 (hereinafter referred to as “*Loan Agreement*”).

2. It is stated that under the said Agreement, the Petitioner, which is a non-banking financial company, had advanced a loan of Rs.40,00,000/- vide the aforesaid Loan Agreement and at the request of the Respondents an insurance premium in sum of Rs. 50,000/- was also paid to the Respondents. As per the terms and conditions of the said loan Agreement, the Respondents agreed to repay the said loan along with an interest @ 13.50% per annum in 180 monthly installments of Rs.51,857/-.

3. Clause 22 of the Loan Agreement contains an arbitration clause. The said clause indicates that the venue of arbitration shall be at Delhi. There is



no other communication which shows that the parties have decided that the seat of the arbitration would be at any other place other than Delhi.

4. A notice dated 24.03.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent invoking Arbitration and claiming a sum of Rs.48,09,219.12/- which according to the Petitioner is due and payable by the Respondents. Since no reply has been received from the Respondents, the Petitioner has approached this Court by filing the present petition seeking appointment of an Arbitrator.

5. Thereafter, the Petitioner filed an application under Section 9 of the Arbitration and Conciliation Act, 1996 for an interim relief. *Vide* Order dated 25.03.2025, the learned District Judge (COMM) District Central, Tis Hazari Courts, Delhi granted an interim relief of restraining the Respondents from creating/ selling any third party interests in the suit property.

6. This Court had issued notice in the instant petition on 25.07.2025. Service Report is awaited for Respondent Nos. 1, 2 and 3 and an affidavit of service has been filed by the Petitioner stating that the Respondents have been served through speed post. However, despite service, there is no appearance on behalf of the Respondents today.

7. In view of the fact that disputes have arisen between the parties and the Loan Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

8. Accordingly, Ms. Meghna Sankhla, Advocate (Mob No: 9871236666) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

9. The arbitration would take place under the aegis of the Delhi



International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

12. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

13. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 09, 2025

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