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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1253/2024**
AXIS FINANCE LIMITEDPetitioner
Through: Mr. John Mathew, Adv.
versus
MANISH JAIKUMAR KESWANIRespondent
Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **20.11.2025**

1. This is the petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the respondent approached the petitioner for seeking a loan. The same was disbursed to the tune of Rs. 10,05,589 at 13.5% interest per annum and a Personal Loan Agreement dated 28.08.2021 was executed between the parties.
3. The said Agreement contains Arbitration Clause being Clause No. 14 which reads as under:

“14. 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."

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 07.02.2024 and thereafter filed the present petition.

5. The Loan Application form has been handed over in Court today and is taken on record.

6. The e-mail ID of the respondent is manish.4343@gmail.com. The Affidavit of Service has been filed where the respondent has been served at the said Email ID. Despite service there is nobody appearing on behalf of the respondent.

7. I am satisfied that there exists a valid arbitration clause and there are disputes which need to be adjudicated through the arbitral mechanism.

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

- i) Mr. Brijesh Yadav (Advocate) (Mob. No. 9953222088) 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

NOVEMBER 20, 2025/JYH