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

+ **ARB.P. 1147/2025**

ADITYA BIRLA CAPITAL LTDPetitioner

Through: Mr. Ajay Uppal, Adv.

versus

KR FOOD AND BEVERAGES & ANR.Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **18.09.2025**

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the petitioner granted Purchase Invoice Discounting Facility to the respondents for a sum of Rs. 1 crore and a Facility Agreement dated 29.06.2024 was executed. The respondent No. 1 is a proprietorship firm. The respondent No. 2 is the Co-borrower and proprietor of respondent no 1 firm.
3. The said Facility Agreement contains arbitration clause being Clause 12.8 which reads as under:

“All claims or disputes arising out of or in relation to this Agreement shall be settled by arbitration. The arbitration tribunal shall consist of a sole arbitrator to be appointed by the Lender. All parties to this Agreement hereby expressly consent to the Lender



being the sole appointing authority. Any vacancy created in the arbitration tribunal, for any reason whatsoever, shall also be filled only by the Lender acting as the sole appointing authority. The place of arbitration shall be Delhi. Parties agree that the courts in Delhi shall have the exclusive jurisdiction to exercise all powers under the Arbitration and Conciliation Act, 1996.”

4. Since there were disputes between the parties, the petitioner on 04.06.2025 issued a loan recall notice and also invoked arbitration and thereafter filed the present petition.

5. Respondent No. 1 and No. 2 have been served through e-mail at e-mail ID i.e. kunal22rana@gmail.com.

6. Despite service there is nobody appearing on behalf of the respondents.

7. I am satisfied that there is a valid arbitration agreement between the parties and there are disputes which need to be settled through arbitration mechanism.

8. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Ms. Monica Batra, Advocate (Mob. 9810275950) 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.

JASMEET SINGH, J

SEPTEMBER 18, 2025/DM