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

+ **ARB.P. 1149/2025**

ABHIYAN CAPITAL (INDIA) PVT LTDPetitioner
Through: **Mr. Niraj Kumar, Advocate.**

versus

RAMESH KUMAR AND ORSRespondents
Through:

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
30.10.2025

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1. The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Loan Agreement dated 30th March 2024 (hereinafter 'Agreement') entered into between the parties.

2. In terms of the aforesaid Agreement, the petitioner sanctioned a loan amount of Rs. 3,43,519/- to the respondents.

3. The Agreement contains an arbitration clause, i.e. Clause 33. The arbitration clause stipulates the seat of the Arbitration to be in New Delhi.

For ease of reference, Clause 33 of the Loan Agreement is set out below:

"33. DISPUTE RESOLUTION

A. The parties hereto jointly agree that all disputes, differences and/or claims, including occurrence of an event of default as per clause 16, arising out of this agreement or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by



arbitration to be held in New Delhi in accordance with the Arbitration and Conciliation Act, 1996,, or ant statutory amendments thereof and shall be referred to a Sole Arbitrator to be appointed by the lender in the event of death, refusal, neglect, inability, or incapability of the person so appointed to act as an Arbitrator jointly the provisions of Section- 11 of the Arbitration and Conciliation Act,1996 shall apply for appointment of Arbitrator. The proceedings will be conducted in English language. The award of the Arbitrator shall be final and binding on all parties concerned. The parties hereto agree that the place, seat and venue of such arbitration shall be New Delhi.”

4. Since there were disputes between the parties, the petitioner sent a notice dated 22nd June, 2025 (filed as document 4 with the petition) to the respondents under Section 21 of the Act, invoking the aforesaid arbitration clause.

5. However, no reply to the aforesaid notice was received by the petitioner.

6. In these circumstances, the petitioner has been constrained to approach this Court by way of the present petition.

7. Notice in the present petition was issued *vide* order dated 4th August 2025.

8. According to the report of the Registry, the respondents have been served.

9. However, none appears on behalf of the respondents, despite service.

10. Accordingly, the dispute between the parties under the aforesaid Loan Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator.

The following directions are issued in this regard:

- i. Ms. Harsheen Madan Palli, Advocate (Mob. No. +91-



9833551489) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

- ii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
 - iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
 - iv. The parties shall approach the Arbitrator within two (2) weeks from today.
11. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.
12. The petition stands disposed of in the aforesaid terms.
13. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

OCTOBER 30, 2025
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