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

+ **ARB.P. 1161/2025**

**ABIYAN CAPITAL INDIA PVT LTD**

....Petitioner

Through: Appearance not given  
versus

**LATE MAHIPAL THROUGH ITS LEGAL HEIRS AND ANR**

.....Respondents

Through: None

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

% **12.11.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The facts are that the petitioner granted a loan to the tune of Rs. 2,07,569/- in favour of the respondents *vide* Loan Agreement dated 27.02.2024 and Sanction Letter dated 24.02.2024. The respondent No. 1 i.e., Shri Mahipal, who was the main borrower, has expired and respondent No. 2 i.e., Ms. Jogendri, who is the co-borrower, is the wife of the deceased.
3. The said Loan Agreement contains an arbitration clause being Clause No. 33, which is extracted below:-

***“33. DISPUTE RESOLUTION***

***A. Arbitration: 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 any 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, the Lender may appoint a new arbitrator. In the event of the parties failing to appoint a sole arbitrator jointly the provisions of section 11 of 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 disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 22.06.2025 and thereafter, filed the present petition.
5. As per the Sanction Letter dated 24.02.2024, the e-mail ID of the respondents is [parveenkumar50515@gmail.com](mailto:parveenkumar50515@gmail.com).
6. As per the Affidavit of Service dated 02.09.2025, the respondents have been served at the said e-mail ID. However, despite service there is nobody appearing on behalf of the respondents today.
7. I am satisfied that there is a valid arbitration clause and disputes between the parties which need to be adjudicated through the arbitration



process.

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

- i) Delhi International Arbitration Centre (DIAC) Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.
- 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 12, 2025/AS**