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

+ **ARB.P. 1216/2025**

ABHIYAN CAPITAL (INDIA) PVT LTDPetitioner

Through: Mr. Varun Tyagi, Advocate.
Mr. Amit Kumar, AR.

versus

ASHOK KUMAR & ANR.Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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26.09.2025

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Loan Agreement dated 31st July, 2024 (hereinafter 'Agreement'), whereby the respondents availed a loan facility of Rs. 3,55,908/- from the petitioner.
2. Counsel for the petitioner submits that the Agreement contains an arbitration clause, i.e. Clause 33, which provides for adjudication of any disputes arising between the parties by way of arbitration. Clause 33 of the Agreement is set out below:

"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

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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.”

3. Counsel for the petitioner further submits that since the respondent failed to repay the loan amount, the petitioner sent a notice dated 22nd June, 2025 to the respondents under Section 21 of the Act, invoking the aforesaid arbitration clause.
4. No response to the aforesaid notice was received by the petitioner.
5. Notice was issued in the present petition *vide* order dated 13th August, 2025. On 11th September, 2025, it was noted that none has appeared on behalf of the respondents despite service.
6. An affidavit of service has been filed on behalf of the petitioner in terms of which, the respondents have been served through e-mail and Whatsapp.
7. Even today, none appears on behalf of the respondents.
8. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:
 - a. Ms. Meenal Duggal (Mobile No.: +91-8860206363) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.



- b. 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.
- c. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
- d. The parties shall approach the Arbitrator within two (2) weeks from today.
9. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondents that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.
10. The petition stands disposed of in the aforesaid terms.
11. 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

SEPTEMBER 26, 2025

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