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

+ **ARB.P. 1276/2025**

KOTAK MAHINDRA PRIME LTD

.....Petitioner

Through: Mr. Shankar Sen, Adv.

versus

SURENDER KUMAR GOEL

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

18.09.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The brief facts are that the respondent approached the petitioner for availing a Car Loan as well as a Personal Loan. The petitioner advanced a loan to the respondent for the purchase of ZS Astor VTI-Tech CVT SHARP bearing Engine No. CSGM9160211, CHASIS No. MZ7ED3HKA5H004447, Registration No. DL10CR1589, *vide* the Car Finance Agreement dated 31.01.2022.
3. Additionally, the petitioner also granted the respondent a personal loan, *vide* the Personal Loan Agreement dated 30.12.2022.
4. The Car Finance Agreement and the Personal Loan Agreement contain arbitration clauses, being clause Nos. 31 and 26, respectively and the same read as under:



“31. Arbitration

All disputes, differences and/or claim arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator to be nominated by the LENDER. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the LENDER may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be conducted in English language and held at the place more particularly mentioned in the SCHEDULE-1 of the present agreement hereunder.

26. ARBITRATION:

All disputes, differences and/or claim arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator to be nominated by the Lender. In the event of death, refusal, neglect, inability or incapability of a



person so appointed to act as an arbitrator, the Lender may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be conducted in English language and held at the place more particularly mentioned in the SCHEDULE I of the present agreement hereunder.”

5. Since the respondent failed to make the payment, the petitioner issued Loan Recall Notices dated 13.05.2025 and 06.02.2025, under the Car Finance Agreement and Personal Loan Agreement, respectively. Thereafter, the petitioner was pleased to issue notices under Section 21 of the Arbitration and Conciliation Act, 1996, invoking arbitration dated 19.07.2025 under both Agreements.
6. As per the loan application, the email ID of the respondent is goelsurender23@gmail.com.
7. As per the affidavit of service, the respondent has been served at the said email ID. Despite service, there is nobody appearing on behalf of the respondent today.
8. I am satisfied that there are valid arbitration clauses between the parties and there are disputes that need to be settled through the arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Sandeep Khatri, Adv. (Mob. No. 9582286878) 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 claims, 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.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 18, 2025/sp