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

+ **ARB.P. 1437/2024**

M/S. SINGH FINLEASE PVT LTD

.....Petitioner

Through: Mr. Nitish Sharma, Advocate

versus

KULDEEP SINGH & ORS

.....Respondents

Through: Mr. R K Shukla, Ms Nisha Maurya
Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

03.03.2025

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1. The Petitioner has approached this Court under Section 11(6) of the Arbitration & Conciliation Act for appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the loan agreement dated 31.08.2020.
2. It is stated that a loan of Rs.2,00,000/- was advanced by the Petitioner to the Respondents. Alleging that there was a default in the manner of payment, the loan agreement was terminated by the Petitioner on 13.03.2024 and a claim of Rs.2,59,450/- was raised by the Petitioner against the Respondents. It is stated that the loan agreement contains an arbitration clause which mandates that the disputes between the parties are to be settled through arbitration.
3. Since the dispute pertains to a small amount, the matter was referred to mediation to enable the parties to enter into an amicable settlement.



Unfortunately, the mediation has failed.

4. Accordingly, Ms. Mehak Nakra, Advocate, (Mob: 9811614406) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.
5. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
6. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a week of entering on reference.
7. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
8. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.
9. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 03, 2025

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