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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1304/2025**
AXIS FINANCE LIMITED

.....Petitioner

Through:

versus

KUMAR SAURABH & ANR.

.....Respondents

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 a Sole Arbitrator to adjudicate the disputes between the parties.
2. The respondent No. 1 (borrower) and respondent No. 2 (co-borrower) availed a loan facility from the petitioner and executed the Loan Agreement dated 18.11.2023. The loan was duly sanctioned in favour of the respondents.
3. The said Agreement contains an arbitration clause being clause No. 19, which reads as under:

“19. ARBITRATION

- i. All and any disputes, differences arising out of or in connection with this Agreement and/or Facility*



Documents and the Schedule of the Terms attached thereto, controversy or claim arising out of or relating to this Agreement and Facility Documents, including its construction, meaning, scope or validity thereof, or compliance with the provisions of the Facility Documents shall be resolved and settled, by arbitration only in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereto and shall be referred to either a Sole Arbitrator to be appointed by the Lender out of the panel of Arbitrators or shall be referred to an Arbitration Centre, an independent institution, appointed by the Lender and the Parties shall be at liberty to select the Arbitrator from the panel of the Arbitrators of Lender or the Arbitration Centre.

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ix. The terms of Facility shall be governed by the Laws of India and shall be subject to the exclusive jurisdiction of courts and tribunals in Mumbai and/or Delhi.”

4. Since there were defaults in making the payment, the petitioner issued a Loan Recall Notice dated 07.07.2025 and invoked arbitration vide Legal Notice dated 15.07.2025.



5. As per the Loan Agreement, the email ID of respondents is nitinkumar.saurabh@gmail.com.
6. As per the affidavit of service, the respondents have been served at the said email ID. Despite service, there is nobody appearing on behalf of the respondents today.
7. I am satisfied that there is a valid arbitration clause between the parties and there are disputes that need to be settled through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Rubinder Ghummar, Adv. (Mob. No. 9999454660) 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 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

SEPTEMBER 18, 2025/sp