



\$~57

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

+ **ARB.P. 1326/2025**

**INDIABULLS ASSET RECONSTRUCTION
COMPANY LTD**

.....Petitioner

Through: Mr. Ankit Banati, Advocate.

versus

SANJAY KAKADE

.....Respondent

Through: Ms. Apurva, Mr. Brij Kishor Sah and
Mr. Shivaji M. Jadhav, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **02.09.2025**

I.A. 21058/2025 (Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

ARB.P. 1326/2025

3. This petition is filed on behalf of the Petitioner under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a Sole Arbitrator.
4. The disputes between the parties arise out of a Loan Agreement dated 19.01.2021 executed between Dhani Loans and Services Limited (earlier Indiabulls Consumer Finance Limited) and the Respondent, whereby Respondent was granted a loan facility of Rs. 10 crores by the Petitioner. It is Petitioner's case that the entire amount of Rs. 10 crores was disbursed to the Respondent, however, Respondent defaulted in payment of the EMIs



despite reminders and therefore, the Loan Agreement was terminated on 05.02.2023. The entire loan was assigned to the Petitioner by Dhani Loans and Services Limited, including all rights, title and interest with respect to financial assistance/loans, secured assets, guarantees and any other underlying security interest vide Assignment Agreement dated 29.03.2023.

5. It is urged on behalf of the Petitioner that till date, the outstanding loan amount has not been paid by the Respondent. On 03.06.2025, Petitioner sent a demand-cum-notice invoking arbitration to the Respondent under Section 21 of 1996 Act, which was served on the Respondent through e-mail on 03.06.2025 and through Speed Post on 19.06.2025. On 21.07.2025, Respondent replied to the notice and *albeit* it denied the outstanding amount, existence of the arbitration agreement in the Loan Agreement was not denied and in fact, Respondent proposed three names for appointment of the Arbitrator. However, parties could not arrive at a consensus on the name of the Arbitrator and hence, this Court may appoint a Sole Arbitrator.

6. Issue notice.

7. Ms. Apurva, learned counsel accepts notice on behalf of the Respondent and candidly submits, on instructions, that existence of Arbitration Clause 21 in the Loan Agreement is not disputed and the Court may appoint an Arbitrator *albeit* Respondent disputes the claims of the Petitioner on merits.

8. Accordingly, with the consent of the parties, Ms. Justice Sabina, former Acting Chief Justice of Himachal Pradesh High Court (Mobile No. 9780008138) is appointed as Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC'). Fee of the Arbitrator shall



be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

9. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

10. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open

11. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 2, 2025

Ch