



\$~8

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

+ **ARB.P. 1328/2025**

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Vivek Sinha, Mr. Vivek Malik,
Ms. Akshita Khasia, Advocates.

versus

GOPAL YADUVIR MAHATO & ANR.

.....Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

%

16.10.2025

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of the Facility Agreement dated 31st July, 2024 (hereinafter 'Agreement') in terms of which the petitioner had disbursed a sum of Rs. 6,50,000/- in favour of the respondents.

2. Counsel for the petitioner states that the aforesaid Agreement contains an arbitration clause, i.e. Clause 36, which provides for adjudication of any disputes arising between the parties by way of arbitration. For ease of reference, Clause 36 of the Agreement is set out below:



36. JURISDICTION & DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to [Arbix], an independent arbitration institution. The arbitration will be conducted as per the then-latest version of its arbitration rules (the "Rules"), which form part of this Agreement by reference. Without limiting the general applicability of the Rules, the Parties agree as follows:

- (i) Online Proceedings and Rules: All arbitration proceedings (including claim filing and appointment of arbitrator) shall take place online on <https://arbix.in>, an online arbitration platform administered by Arbix. The Rules are available at https://arbix.in/arbitration_rules.
- (ii) Fast Track Procedure: The arbitration shall be conducted in accordance with the fast-track procedure specified in section 29B of the Arbitration and Conciliation Act, 1996 (the "Arbitration Act"), and the award will be rendered, without any oral hearings, on the basis of pleadings, supporting documents, written arguments and any other written material that is properly before the arbitrator in terms of the Arbitration Act and the Rules.
- (iii) Number of Arbitrators: The dispute shall be resolved by one arbitrator appointed in accordance with the Rules.
- (iv) Governing Law: The law governing this arbitration agreement shall be the law of India.
- (v) Seat of Arbitration: The seat of arbitration shall be Delhi/Mumbai but all proceedings shall take place as stated above in sub-clause (i).
- (vi) Language: The arbitration proceedings shall be conducted in English.
- (vii) Confidentiality: The arbitration proceedings and all information disclosed during the process shall remain confidential, except as required by law or for the purpose of enforcing the award.
- (viii) Data Processing: The Parties agree that Arbix may process the information and documents submitted during the arbitration process for the purposes of arbitrator discipline, quality checks, and compliance with Rules and applicable laws. This processing is necessary to maintain the integrity and quality of the arbitration service.
- (ix) Finality of Award: The award rendered by the arbitrator shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.

3. He further states that since the respondents started making defaults in the repayment of the loan amount, the petitioner sent a notice dated 24th June, 2025 to the respondents invoking the aforesaid arbitration clause under Section 21 of the Act.

4. The respondents have not sent a reply to the aforesaid notice to the petitioner.

5. Hence, the petitioner has been constrained to approach this Court by way of the present petition.

6. As per the report of the Registry, the respondents have been served through e-mail.

7. An affidavit of service has also been filed on behalf of the petitioner, in terms of which the respondents have been served *via* email and speed post.

8. None appears on behalf of the respondents.

9. Notice was issued on 28th August, 2025.

10. Accordingly, the dispute between the parties under the aforesaid Appointment Letter is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- i. Mr. Sushant Bali, Advocate (Mob. No. +91-8447242406) is



appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

- ii. 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.
- iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
- iv. The parties shall approach the Arbitrator within two (2) weeks from today.

11. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

12. The petition stands disposed of in the aforesaid terms.

13. 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

OCTOBER 16, 2025

at