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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1454/2025

SHRI SUNIL KUMAR JAIN & ANR.

.....Petitioners

Through: Mr Imran khan, Ms Jahanvi Garg,
Ms Aarushi Jain, Advs.

versus

SHRI ANIL KUMAR JAIN & ANR.

.....Respondents

Through: Mr. Rajat Aneja, Mr. Saubhagya
Chauriha Advocates

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

24.11.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that M/s Jain Bandhu Sneh Resorts Pvt. Ltd. was incorporated and registered as a company under Companies Act, 1956 and thereafter on 19.07.1999 the company was sanctioned a loan by Rajasthan Financial Corporation ('RFC') to the tune of Rs. 2.14 crores.
3. The company was running a resort in Udaipur in the name of M/s Jain Bandhu Sneh Resorts Pvt. Ltd. Since there were defaults in payments, the RFC took possession of the resorts and sold all the movable and immovable properties.



4. The Hon'ble Supreme Court in SLP(C) 2950/2020 *vide* order dated 27.04.2022, titled ***Rajasthan Financial Corporation vs. M/s Jain Bandhu Sneh Resorts Pvt. Ltd.*** directed the RFC to pay an interest at 12% per annum on Rs. 11.11 crores from 14.06.2013 to 15.01.2018 which amounted to Rs. 6,12,17,622/-.
5. The Memorandum of Articles of Association contain an arbitration clause being Clause No. 39, which reads as under:

“ARBITRATION

39. All the disputes respecting the interpretation of those Articles or among the shareholders interests or the shareholders via-a is the Directors or the Managing Directors shall be referred to the arbitrators, one to be nominated by each disputant or to common Arbitrators acceptable to all disputes and their decision shall be binding on the parties concerned. In case the Arbitrators are unable to decide amongst themselves on the point or points referred to, they shall refer them to any empire appended as provided under the Indian Arbitration Act, 1940.”

6. Since there were disputes between the parties, the petitioners invoked arbitration *vide* legal notice dated 18.04.2025 and thereafter filed the present petition.
7. Mr. Khan, learned counsel of the petitioners, states that the respondent No.1 has misappropriated and usurped sums which were to be shared between the petitioner No. 1 and the respondent No.1.
8. Mr. Aneja, learned counsel for the respondents, disputes the same. He further states that he has no objection to the appointment of the



arbitrator and the petition being allowed.

9. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Jai Sahai Endlaw, Advocate (Mob. No. 9811122114) 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 parties shall approach the learned Arbitrator within two weeks from today.



11. On the request of the learned counsel for the petitioners, the respondent No.2 is deleted from the array of parties.
12. The present petition is disposed of in the aforesaid terms.

NOVEMBER 24, 2025 / (MS)

JASMEET SINGH, J