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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1496/2025**

Date of Decision: **05.12.2025**

IN THE MATTER OF:

M/S UGRO CAPITAL LIMITED & ANR.Petitioners

Through: Mr. Balraj Gautam, Adv.

versus

M/S MOBILE PLUS & ORS.Respondents

Through: Ms. Eshna Kumar and Mr. Vikrant
Ballav Sharan, Advs.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act), seeking appointment of an Arbitrator, to adjudicate upon the disputes that have arisen between the parties.

2. The parties have admitted that an arbitration clause exists in the agreement between the parties and have also mutually consented to the appointment of an arbitrator.

3. A dispute has arisen with respect to the Facility Agreement dated 28.07.2023. A business loan advance to the respondent has not been repaid. Clause 19.15 of the Agreement clearly provides for the resolution of

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2025:DHC:11379



disputes by way of arbitration, which is extracted as under:

“19.15. ARBITRATION All the claims, disputes, differences or questions of any nature arising between the Parties, whether during or after the termination of this Agreement, in relation to the construction, meaning or interpretation of any term used or clause of this Agreement or as to the rights, duties, liabilities of the parties arising out of this Agreement, shall be resolved through a sole Arbitrator to be appointed by the Lenders, arbitration proceeding shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996 as may be amended from time to time. The arbitration proceedings shall be conducted preferably through online means or otherwise through conventional means in English language. The arbitral award shall be final and binding on the Parties. The seat and venue of arbitration shall be as per the discretion of the Lenders (for both conventional as well as online mode).”

4. Accordingly, Mr. Jatin Lalwani (Mobile No.942592987, e-mail id: jatin_lalwani@yahoo.com) is appointed as the Sole Arbitrator to adjudicate upon the *inter se* disputes between the parties.
5. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and in terms of its rules and regulations. The Sole Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
6. The Sole Arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the 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 Sole Arbitrator on their merits, in accordance with law.
8. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the instant order be sent to the Sole Arbitrator through electronic mode as well.

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9. The instant petition stand disposed of.

PURUSHAINdra KUMAR KAURAV, J
DECEMBER 5, 2025/p/mj

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