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

+ **ARB.P. 1628/2024**

AXIS FINANCE LIMITED

.....Petitioner

Through: **Mr. Raveesh Thukral, Adv.**

versus

ANKESH KUMAR

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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27.03.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. In the present case, the respondent has been served through E-mail.
3. Learned counsel for the respondent appeared on 27.11.2024 as well as on 20.12.2024 and sought time to file a reply.
4. However, no reply has been filed and there is nobody appearing on behalf of the respondent.
5. Hence, the petition is taken up for hearing today.
6. The petitioner granted loan to the respondent on 08.12.2021 and entered into a Loan Agreement which contained an arbitration clause being Clause 14 which reads as under:

“14. Arbitration:

(i) All disputes, differences and/or claim or questions arising out of



these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held Mumbai/Delhi.

(ii) Notwithstanding anything to the contrary contained herein, any dispute, controversy or claim arising out of or relating to this contract, including its construction, meaning, scope or validity thereof, shall be resolved and settled by arbitration under the Arbitration and Conciliation Act, 1996 (as amended) which may be administered electronically under Online Dispute Resolution (ODR), in accordance with its Dispute Resolution Rules (“Rules”).

(iii) The parties consent to carry out the aforesaid proceedings electronically via the email addresses and / or mobile numbers as per Axis Finance records, updated from time to time.

(iv) The parties agree that the aforesaid proceedings shall be carried out by a sole arbitrator appointed under the Rules. The juridical seat of arbitration shall be Delhi/Mumbai, India and the



aforesaid proceedings shall be subject to the exclusive jurisdiction of the competent courts in Delhi/Mumbai, India. The language of arbitration shall be English. The law governing the arbitration proceedings shall be Indian law. The decision of the arbitrator shall be final and binding on the parties.”

7. Since the respondent failed to repay the loan, the petitioner invoked arbitration vide legal notice dated 07.02.2024 and thereafter the present petition was filed.

8. I am satisfied that there are disputes between the parties and despite service, there is nobody appearing for the respondent.

9. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Ms. Mallika Chadha (Adv.) (Mob. No. 9999313638) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis 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.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 27, 2025/DM

[Click here to check corrigendum, if any](#)