



\$~9

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1629/2024**
AXIS FINANCE LIMITED

.....Petitioner

Through:

versus

ATMARAM SHRIRAM SHELKE & ANR.

.....Respondents

Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

06.08.2025

%

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of a Facility Agreement dated 28.08.2019.
2. The brief facts of the case are that the petitioner issued a loan to the respondents in which respondent No.1 is the Principal Borrower and respondent No. 2 is the Co-Borrower. The Respondents failed to adhere to the terms and conditions of the said Agreement, more particularly, the repayment obligations and thus, committed a default and thereafter, the petitioner invoked arbitration *vide* legal notice dated 07.02.2024.
3. The arbitration clause is Clause 28 of the said Agreement which reads as under:-

“28 JURISDICTION & DISPUTE RESOLUTION



(a) The Terms of Facility shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts and tribunals in Mumbai and or Delhi, to settle any disputes, which may arise out of, or in connection with, this Indenture and that, accordingly, any legal action, suit or proceedings arising out of, or in connection with, the Terms of Facility may be brought in those courts and tribunals and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally. the jurisdiction of those courts and tribunals.

(b) Nothing contained in this Clause shall limit any right of the Lender to take any proceedings in any court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not and the Borrower irrevocably submits to, and accepts, generally and unconditionally, the jurisdiction of such courts and tribunals, and the Borrower irrevocably waives any objection it may have now or in the future on the ground of an inconvenient forum.

(c) Notwithstanding sub-clause (a) above the Lender may, at its option, choose to settle any disputes which may arise out of or in connection with this Agreement by referring the same to arbitration in accordance with the (Indian) Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitral tribunal shall comprise of a sole arbitrator appointed by the Lender. The arbitration shall be held at Mumbai and / or Delhi, as may be determined by the Lender and the proceedings of such arbitration shall be conducted in English. The Parties hereby agree that the decision of the arbitrators shall be final and binding. The Parties hereby also agree that the cost of the arbitration proceeding shall be borne by the



parties in accordance with the directions of the Arbitrator.

(d) Without prejudice to the generality of the clause, the lender shall have the right to seek remedies under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as applicable, and/or the Recovery of Debts and Bankruptcy Act, 1993 (DRT Act) in the event the legal status of the Lender changes or the law is amended or made to enable the Lender to proceed to recover dues from the Borrower under the DRT Act, in relation to its rights under the Finance Documents. Provided, however, that neither any such change in legal status of Lender nor change in law referred to hereinabove, shall invalidate an existing award passed by the arbitral tribunal pursuant to sub-clause (b) above.

4. As per the affidavit of service, the respondents have been served. The respondents have also been served on their Mobile Nos. 8459783543 and 8668918978.
5. The affidavit of service is on record. Even the earlier affidavit shows respondent being served through speed post. Despite service, nobody is appearing on behalf of the respondents.
6. I am satisfied that there exists valid arbitration clause and disputes subsisting between the parties which need to be settled through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i. Mr. Satyam Dwivedi (Advocate) (Mob. No. 8146273646) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

AUGUST 6, 2025 / (MS)

JASMEET SINGH, J