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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1651/2024

CARS 24 FINANCIAL SERVICES PRIVATE LIMITED

.....Petitioner

Through: Mr. Rit Arora, Mr. Anurag Arora,
Advs.

versus

**NARAYAN BISWAS PROPRIETOR OF M/S UTTARBANGO
CAR TRADE & ANR.**

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

04.04.2025

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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.
2. The respondent No. 1 is the principal borrower and the respondent No. 2 is the co-borrower.
3. The petitioner extended credit facility to the respondent *vide* Credit Facility Agreement dated 28.01.2021. Under the said Agreement, the respondents had to pay each loan tranche amount within 60 days along with interest charges.
4. The said Agreement contains arbitration clause being clause 15.2 which reads as under:-

“15.1 Governing Laws and Jurisdiction: The Borrower



shall comply with and fulfil all requirements under all applicable laws. This Agreement shall be governed and interpreted in accordance with Indian laws and the Parties shall, subject to the requirement to arbitrate any disputes set out in clause 15.2, be subject to the exclusive jurisdiction of the courts at New Delhi.

15.2 Arbitration: Any dispute under this Agreement shall be settled by binding arbitration conducted in English with the seat of arbitration in New Delhi before a single arbitrator appointed by Lender at its sole discretion, as per the Arbitration and Conciliation Act, 1996.”

5. Since there were defaults, the petitioner recalled the credit facility on 14.06.2021 and thereafter invoked arbitration *vide* legal notice dated 14.08.2024.
6. As per the service report, both the respondents are states to be served.
7. For the said reasons, I am satisfied that the service has been affected on the respondents. Despite service, there is nobody appearing on behalf of the respondents.
8. Since there are disputes between the parties, the petition is allowed and the following directions are issued:-
 - i) Mr. Anil Sharma, Advocate (Mob. No. 9868070801) 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.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 4, 2025 / (MS)

Click here to check corrigendum, if any