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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1568/2025**
EXCLUSIVE CAPITAL LIMITED

.....Petitioner

Through: Mr. Anirban Bhattacharya, Adv., Mr.
Apoorv Agarwal, Adv, Mr. Manav Goyal, Adv.,
Ms. Ritika Gusain, Adv., Ms Amrita Sony, Adv.,
Mr. Rajeev Chowdhary, Adv

versus

AJIT KUMAR PATRA

.....Respondent

Through: Mr. Revan Singh, Adv

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
19.12.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (*“the Act”*) seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the respondent approached the petitioner for availing a Car Loan of about Rs. 1.15 crore for the purchase of a Range Rover Sports Car. The said loan was sanctioned *vide* Sanction Letter dated 28.04.2022 bearing reference no. ECL CR 33/2022 and was to be repaid over a tenure of 84 months in equal monthly instalments (*“EMI”*) of Rs. 1,74,096/-. Thereafter, a Loan-cum-Hypothecation Agreement was duly executed between the parties on the same date.
3. The said Loan-cum-Hypothecation Agreement contains an arbitration



clause being Clause No. 17 which reads as under:-

“17. Arbitration

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/Company, and in the event of death, unwillingness, refusal, neglect, inability or in capability of a person so appointed to act as an arbitrator, the Lender/Company 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/ Chennai / Kolkata.”

4. Since there were defaults in making payment, the petitioner issued the demand notice dated 01.06.2024. Thereafter, the petitioner invoked arbitration *vide* legal notice dated 07.03.2025 and filed the present petition.
5. In the reply to the notice, the respondent denied the existence of agreement and the claim that the vehicle was gifted to the respondent by Hyatt Regency.
6. The document annexed with the petition, namely, the Loan-Cum-



Hypothecation-Agreement, *prima facie*, shows signatures of the respondent. There is also an acknowledgement form duly signed by the respondent. The ledger account shows amount provided by the petitioner.

7. It seems that there exists a valid arbitration agreement and there are disputes which need to be adjudicated through the arbitral mechanism. That is the only scrutiny required by a referral Court under Section 11 of the Act.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Gurmeet Bindra, Advocate (Mob. No. 9810155549) 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.
- 9. The present petition is disposed of in the aforesaid terms.

DECEMBER 19, 2025 / (MS)

JASMEET SINGH, J