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

+ **ARB.P. 1691/2024**

ADITYA BIRLA FINANCE LTD.

.....Petitioner

Through: Mr. Aakash Kumar, Adv.

versus

S B DESIGNS & ANR.

.....Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

11.12.2025

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1. The present petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties under a Loan Agreement dated 22.06.2020 (*hereinafter referred to as "Loan Agreement"*).

2. It is stated that the Petitioner advanced a loan to the tune of Rs.1,00,09,000/- to the Respondents. It is stated that the Respondents committed default in repayment of the loan amount and, therefore, the Petitioner issued a Loan Recall Notice dated 13.06.2023. It is stated that since the Respondents failed to honour their commitments, a notice under Section 21 of the Arbitration Act was sent by the Petitioner to the Respondents on 12.08.2024 invoking arbitration and claiming a sum of Rs.54,96,090.83/- from the Petitioner.

3. Clause 32.17 of the Loan Agreement contains an arbitration clause



which specifically states that the seat of the arbitration shall be in Delhi.

4. Notice was issued in the petition on 23.10.2024.

5. The Respondents have been served through publication in the newspaper. However, despite service, there is no appearance on behalf of the Respondents today.

6. It is stated that in the interregnum, the Petitioner-Company has been amalgamated with Aditya Birla Capital Ltd., and therefore, the name of the Petitioner Company is now changed to Aditya Birla Capital Ltd. Though an amended memo of parties has been filed, however, the same is under objection. Learned Counsel for the Petitioner is directed to ensure that the amended memo of parties is placed on record.

7. In view of the fact that disputes have arisen between the parties and the Loan Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

8. Accordingly, Ms. Shweta Garg, Advocate (Mob. No: 9810726033) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

9. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator



on their merits, in accordance with law.

12. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

13. The Petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 11, 2025

S. Zakir