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

+ **ARB.P. 1728/2024**

M/S. SINGH FINLEASE PVT. LTD.Petitioner

Through: **Mr. Shiv Shankara and Ms. Pragati
Singh, Advocates**

versus

M/S. JAI BABA MOHAN RAM TRANSPORT & ORS.

.....Respondents

Through: **None.**

**CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

ORDER

19.03.2025

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen under a Loan Agreement dated 28.09.2019 entered into between the Petitioner and the Respondents.

2. The facts as stated in the petition reveals that the Petitioner being an NBFC had advanced a loan of Rs.10,00,000/- to the Respondents under the Loan Agreement. It is stated that the Respondents have failed in repaying the amount which has resulted in termination of Loan Agreement by the Petitioner vide a notice dated 06.07.2024. Clause 21 of the Loan Agreement dated 28.09.2019 contains an arbitration clause which reads as under:

“21. All dispute, differences and/or claim arising out of these presents including any dispute as to any



amount outstanding, or in any way touching or as to right and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory amendments thereof and shall be referred to the Arbitration of a Sole Arbitrator, to be nominated by SFPL only and borrower shall have no right to object the appointment of said Arbitrator. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, SFPL may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration shall be final and binding on all parties concerned. The arbitration proceedings shall be held at Delhi and the arbitration shall be conducted in English language.”

3. It is stated that a notice under Section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration was issued to the Respondents on 09.09.2024. It is stated that a sum of Rs.13,94,202/- is due and payable by the Respondents as on 05.09.2024. The arbitration clause indicates that the arbitration proceedings shall held in Delhi and therefore, this Court has the jurisdiction to entertain the present petition.

4. Notice was issued in the petition on 04.11.2024. Affidavit of service has been filed. The Respondents have been served through speed post and e-mail. Service is complete. Despite service, there is no appearance on behalf of the Respondents today.

5. The Petitioner has been able to substantiate the case of existence of an arbitration clause. Accordingly, Mr. Shiven Khurana, Advocate (Mob. No. 9958981505) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.



6. 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.
7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.
8. 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.
9. 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.
10. The present petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 19, 2025

S. Zakir