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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1741/2024**
CDL FINANCIAL SERVICES PVT LTDPetitioner
Through: **Mr. Vikrant Thakur, Advocate**

versus

LATE AZAD SINGH THROUGH HIS LEGAL
HEIRSRespondent
Through: **None.**

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER
10.03.2025

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1. By way of the present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), petitioner seeks appointment of Arbitral Tribunal comprising of a sole arbitrator, to adjudicate the disputes between the parties.
2. Learned counsel for the petitioner submits that the parties had entered into a Loan Agreement dated 31.03.2023 and Clause 19 of the same stipulates resolution of disputes with respect to the Agreement through arbitration. The petition is accompanied with notice under Section 21 of the A&C Act invoking arbitration issued on 09.09.2024.
3. Learned counsel for the petitioner submits that late Mr. Azad Singh had approached the petitioner seeking loan of Rs.2,67,366/- vide the aforesaid Loan Agreement dated 31.03.2023 vide Loan Application No.01000358. The said loan was sanctioned and released to late Azad Singh and his wife Ms. Rajbala, the wife of Late Azad Singh was the co-borrower



in the said loan application. It is stated that since Azad Singh has expired, the co-borrower Mrs. Rajbala was impleaded in the present petition and service of notice of the present petition was effected upon Ms. Rajbala by postal means and an affidavit of service in this regard has already been placed on record accompanied with the tracking report. It is submitted that additionally, *dasti* service has also been effected upon Ms. Rajbala and the same has been duly received, who has given her acknowledgement and an affidavit of service in this regard has also been placed on record. Today, however, neither the legal representative of the late respondent is represented nor any reply has been filed. It appears that she has no objection to the reference of disputes to the Arbitrator.

4. In view of the aforesaid, Ms. Rajbala, the legal representative of the respondent is deemed to be served. This Court finds no impediment in referring the disputes between the parties to a Sole Arbitrator. The present petition is disposed of with the following directions:

- i) The disputes between the parties under the said agreement are referred to the Arbitral Tribunal.
- ii) Mr. Vinam Gupta, Advocate (Mob: 9953054000 and email: Vinam.gupta@theguild.co.in) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- iii) 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'). The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree.
- iv) The learned Arbitrator shall 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 on the existence and validity of the Arbitration agreement, arbitrability of any of the claim/counter claim, any other preliminary objection, need and legality of interim relief, as well as contentions on merits of the dispute by 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.

MANOJ KUMAR OHRI, J

MARCH 10, 2025/rd