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

+ ARB.P. 1636/2025 & I.A. 25035/2025

**REVOLTUTION LABS PRIVATE LIMITED &
ANR.**

.....Petitioners

Through: Mr. Aditya Sharma, Ms. Mehak
Khanna, Mr. Manoj Rajpooor and
Mr. Dushyant Sharma, Advocates
Mr. Mayank Mahajan, Mr. Varun
Tyagi, Ms. Aditi Gupta Mahajan and
Mr. Akshay Sharma, Advocates

versus

SAMMAAN CAPITAL LIMITED

.....Respondent

Through:

**CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL**

ORDER

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01.12.2025

1. The petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, (hereinafter 'Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Loan Agreement (hereinafter 'Agreement').
2. In terms of the aforesaid Agreement, the petitioners availed a loan facility of Rs. 5,02,80,900/- from the respondent company against a security in the form of an equitable mortgaged property.
3. Counsel for the petitioners states that the aforesaid Agreement contains an arbitration clause, i.e. Article 11, which provides for unilateral appointment of arbitrator by IHFL for adjudication of any disputes arising between the parties through arbitration. The arbitration clause provides for



Delhi as the seat of arbitration. The said clause is set out below:

“ARTICLE 11: ARBITRATION

*That the Borrower and IHFL agree that agreement shall be construed in accordance with the laws in force in India and in the event that any dispute or difference should arise on any matter relating to or arising out of the present agreement the same shall be referred to the Sole Arbitration of an arbitrator to be appointed by the IHFL whose decision shall be final and binding upon the parties. **The sole Arbitrator shall conduct the arbitration proceedings at New Delhi/Delhi.** It is also mutually agreed between the parties 23 that IHFL would be entitled to invoke the present arbitration agreement even after IHFL would have recalled the Loan/ terminated the contract for any reason whatsoever. It is also agreed between the parties that arbitration proceedings would be conducted in English and in no other language.”*

4. Since there were disputes between the parties, the respondent unilaterally appointed a Sole Arbitrator for the adjudication of disputes between the parties without serving any notice upon the petitioners under Section 21 of the Act.

5. It is stated that the petitioners received a notice dated 18th August 2025 from the aforesaid Sole Arbitrator appointed by the respondent for participation in the arbitration proceedings to be conducted before the said arbitrator.

6. In these circumstances, the petitioners have been constrained to approach this Court by way of the present petition.

7. The grievance of the petitioners is with regard to the unilateral appointment of Arbitrator by the respondent without serving any notice invoking arbitration under Section 21 of the Act upon the petitioners.

8. While issuing notice on 14th October, 2025, this Court had stayed the



proceedings before the Sole Arbitrator.

9. Counsel appears on behalf of the respondent and submits that the respondent would now have no objection if an Arbitrator is appointed by this Court and the same shall be conducted under the aegis of DIAC.

10. Counsel for the petitioners is agreeable for the same.

11. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- a. Ms. Beenashaw N. Soni (Mobile No.: +91-9810046611) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
- c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- d. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- e. The parties shall approach the Arbitrator within two (2) weeks from today.

12. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/ or counter claims, any other preliminary objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.



13. The petition stands disposed of in the aforesaid terms.
14. All pending applications stand disposed of.
15. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

DECEMBER 1, 2025
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