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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1737/2025

OXYZO FINANCIAL SERVICES LTD

.....Petitioner

Through: Mr. Sanyam Khetarpal Advocate

versus

M/S TREHAN INDUSTRIES & ORS.

.....Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

28.11.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the respondent Nos. 2 to 4 requested the petitioner for a business loan in form of purchase financing facility. The said facility was sanctioned by the petitioner to the tune of Rs. 40,00,000/- vide sanction letter dated 07.07.2019.
3. Subsequently, the respondents requested the petitioner for the financial facility to be restructured. The petitioner accepted the request and decreased the sanctioned amount from Rs. 40,00,000/- to Rs. 19,10,405/-. This was formalised through sanction letter dated 09.02.2023 and a Master Facility Agreement dated 14.02.2023 was executed between the parties.
4. The said Master Facility Agreement contained an arbitration clause



being Clause No. 16.3 which reads as under:-

16.3 **Arbitration:** Any action brought in connection with this Agreement shall be resolved by arbitration as set forth in below:-

- a) If any dispute, difference, claim or controversy including the matter damages if any (collectively referred to as Dispute) arises between the parties about validity, interpretation, implementation or allege breach of any provision of this Agreement, or anything connected or related to or incidental to this then either party may submit the Dispute to arbitration to be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996, as amended from time to time. Arbitration shall be held at New Delhi, India. The Dispute shall be referred to a suitably qualified sole arbitrator to be appointed jointly by the Parties. The arbitration proceedings shall be conducted and the award shall be rendered in the English language. The award rendered by the Arbitrator shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction exclusively at New Delhi. The cost of arbitration, including cost of preparing and presenting its case and the fees and expenses of the Arbitrator shall be borne by the Financed Party(s).
5. The respondent No. 1 is the partnership firm and the respondent Nos. 2 to 4 are the partners.
6. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 30.08.2025 and thereafter filed the present petition.
7. The respondent Nos. 2 to 4 are served. Despite service, there is nobody appearing on behalf of the respondents.
8. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
9. For the said reasons, the petition is allowed and the following



directions are issued:-

- i) Mr. Bhuwan Gugnani, Advocate (Mob. No. 9810126664) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

NOVEMBER 28, 2025 / (MS)

JASMEET SINGH, J