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

+ **ARB.P. 1801/2024**

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. John Mathew, Advocate.

versus

RADHAKANTA KHADANGA

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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11.09.2025

1. This petition is filed by the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a Sole Arbitrator.
2. To the extent necessary, the facts as pleaded in the petition are that Respondent sanctioned a loan to the Petitioner for a sum of Rs.13,25,463/- on 27.03.2021 and a formal agreement was executed. From March, 2023, Respondent defaulted in re-payment of the loan amount and between April, 2023 to January, 2024, Petitioner sent several communications to the Respondent to repay the loan installments but nothing was paid. Petitioner sent a notice dated 06.02.2024 invoking arbitration under Section 21 of the 1996 Act, however, there was no response.
3. Affidavit of service has been filed by the Petitioner in which it is stated that Respondent has been served on 04.07.2025 through WhatsApp as well as e-mail on e-mail ID available on loan documents. None appears for



the Respondent on the second call and none appeared even on the first call. It is evident that Respondent is not interested in contesting the petition and is set *ex parte*.

4. The loan agreement contains arbitration clause 14, which envisages reference of disputes arising from the agreement or in any way touching or concerning the same to a Sole Arbitrator. Invocation notice has been given by the Petitioner under Section 21 of the 1996 Act and stands duly served. Therefore, this Court finds no impediment in appointing the Arbitrator. For the ease of reference arbitration clause 14 is extracted hereunder:-

“14. Arbitration:

All disputes, differences and/or claim or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held Mumbai/Delhi. ”

5. Accordingly, Mr. Akarsh Pandey, Advocate (Mobile No. 7752897337) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed in accordance with the Fourth Schedule of the 1996 Act.

6. Learned Arbitrator shall give disclosure under Section 12 of the 1996



Act before entering upon reference.

7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

8. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 11, 2025
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