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

+ **ARB.P. 1817/2024**

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Raveesh Thukral, Advocate
(Through VC)

versus

CHANMIT SINGH

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

10.03.2025

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1. No one appears on behalf of respondent despite repeated services.
2. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('Act of 1996') seeking appointment of a Sole Arbitrator for the adjudication of disputes between the parties arising out of the *Personal Loan Agreement* ('**Loan Agreement**') dated 18th January 2024, executed between petitioner and respondent herein.

3. The relevant arbitration clauses are under:

(vi) *The seat for such Arbitration shall be **Mumbai and/or Delhi**, as may be determined by the Lender and which may be administered electronically under Online Dispute Resolution (ODR), in accordance with its Dispute*

(ix) *The terms of Facility shall be governed by the Laws of India and shall be subject to the exclusive jurisdiction of courts and tribunals in **Mumbai and/or Delhi**.*

4. It is further noted that the loan agreement states that the location is at



Delhi.

5. Counsel for petitioner states that the dues of respondents, as of today, are estimated at *approximately Rs. 27 lacs*.

6. The Supreme Court in ***Fugro Survey (India) (P) Ltd. v. Ramunia International Services Ltd.***(2012) 10 SCC 752 and ***Suprema Inc. v. 4G Identity Solutions (P) Ltd.*** (2015) 13 SCC 122, and this Court in, ***Energy Efficient Services Ltd. v. Merry Gold Enterprises*** 2023 SCC OnLine Del 2365 and ***Aditya Birla Finance Ltd. v. Anjali Nag*** 2024 SCC OnLine Del 2568, in similar situations, where the respondents did not appear before the Courts despite issuance of notice and service being affected upon them, proceeded *ex-parte* against such respondents and appointed the arbitrator.

7. Upon a conspectus of the averments contained in the petition and the submissions made, this Court is of the opinion that there is a valid and subsisting arbitration agreement between the parties, within the territorial jurisdiction of this Court, the disputes stated to have arisen between the parties do not appear *ex facie* to be non-arbitrable.

8. Considering the aforesaid, the petition is allowed. The following directions are issued:

- i) *Mr. Vibhav Mittal*, Advocate (Mob. No. 8447458389) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi ('**DIAC**'). The remuneration of the Arbitrator shall be as per DIAC rules.
- iii) The Sole Arbitrator is requested to furnish a declaration in terms



of Section 12 of the A&C Act prior to entering into the reference.

iv) It is made clear that all the rights and contentions of the parties, including the arbitrability/maintainability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute by either of the parties are left open for adjudication by the Sole Arbitrator.

v) The parties shall approach the Sole Arbitrator within two weeks from today.

9. The petition is disposed of.
10. Order be uploaded on the website of this Court.
11. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MARCH 10, 2025/RK/bp

Click here to check corrigendum, if any