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

+ **ARB.P. 1812/2025**

AXIS FINANCE LIMITED

....Petitioner

Through: Mr. Vivek Sinha, Mr. Vivek Malik,
Advs.

versus

OM PRAKASH KUMAWAT & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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27.11.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator arising out of a Mortgage Loan Agreement dated 28.02.2024.

2. The brief facts of the case are that the petitioner, a registered NBFC, sanctioned a loan to the respondents under a Mortgage Loan Agreement dated 28.02.2024, duly executed along with the ancillary facility and security documents. Respondent No. 1 was principal borrower and respondent No. 2 was the co borrower.

3. The Agreement contains an arbitration clause being Clause No. 36 which read as under:

“36. JURISDICTION & DISPUTE RESOLUTION:

(a) 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, to settle any disputes, which may arise out of, or in connection with, this Indenture and that, accordingly, any legal action, suit or



proceedings arising out of, or in connection with, the Terms of Facility may be brought in those courts and tribunals and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals.

(b) Court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not and the Borrower Irrevocably submits to, and accepts, generally and unconditionally, the jurisdiction of such courts and tribunals, and the Borrower irrevocably waives any objection it may have now or in the future on the ground of an inconvenient forum.

i. Notwithstanding sub-clause (a) above, all and any dispute/s, differences arising out of or in connection with this Agreement and/or Finance Documents and the Schedule of the Terms attached thereto, controversy or claim arising out of or relating to this Agreement and Finance Documents, including its construction, meaning, scope or validity thereof, or compliance with the provisions of the Finance Documents shall be resolved and settled, by arbitration only in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereto and shall be referred to either a Sole Arbitrator to be appointed by the Lender out of the panel of Arbitrators or shall be referred to an Arbitration Centre, an independent



institution, appointed by the Lender and the Parties shall be at liberty to select the Arbitrator from the panel of the Arbitrators of Lender or the Arbitration Centre.

ii. Borrower agrees that in the event of any dispute, differences arising out of or in connection in any of the Finance Documents (such as any personal guarantees executed by the Borrower I Personal Guarantors and/or any Corporate Guarantees, Deed of Hypothecation etc.) including any additional documents executed by the Borrower or any additional facility I top-up I ad-hoc facility taken by the Borrower from the Lender herein such disputes shall be treated as a single reference to the Arbitrator...”

4. Since there were disputes, the petitioner invoked arbitration vide legal notice dated 22.08.2025.

5. As per the affidavit of service, the respondents have been served at their email ID i.e. opkumavat4559@gmail.com. Despite service there is nobody appearing on behalf of the respondents today.

6. I am satisfied that there is a valid arbitration clause and there are disputes which need to be adjudicated through the arbitral mechanism.

7. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Rishi Vohra (Advocate) (Mob. No. 9999498955) 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.
8. The present petition is disposed of in the aforesaid terms.

NOVEMBER 27, 2025/AS

JASMEET SINGH, J