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

+ **ARB.P. 1883/2024**

AXIS FINANCE LTD

.....Petitioner

Through: Mr. Shikhar Gupta, Advocate.

versus

MANINDER KOHLI AND ANR

.....Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **27.05.2025**

1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of an Arbitrator.

2. Notice was issued in this petition on 28.11.2024, returnable on 11.03.2025. On the adjourned date, affidavit of service filed by the Petitioner was not on record and matter was adjourned to 24.03.2025 and thereafter to 29.04.2025. As per affidavit of service filed by the Petitioner, Respondents were served but chose to remain absent. In the interest of justice, adverse order was deferred against the Respondents on 29.04.2025 and while adjourning the matter to today, Court had made it clear that if Respondents were unrepresented on the adjourned date, Court will proceed to hear the matter.

3. This matter has been called twice today. None appeared for the Respondents on the first call and none appears on the second call. Accordingly, Respondents are set *ex parte*.

4. Disputes, which are the subject matter of this petition, arise out of a



Loan Agreement dated 29.10.2022, whereunder Petitioner sanctioned and disbursed a loan amounting to Rs. 35,19,533/- to the Respondents, which they were obliged to repay in monthly instalments of Rs. 65,957/- on or before 5th of every month for a period of 84 months.

5. It is stated in the petition that owing to Respondents' default in repaying the loan amount, Petitioner recalled the loan vide notice dated 10.06.2024 and demanded a sum of Rs. 32,63,475/-. Since the Loan Agreement contains an Arbitration Clause, Petitioner invoked the Arbitration Agreement vide notice dated 03.10.2024 and called upon the Respondents either to pay the outstanding amount within 30 days, failing which Petitioner would approach the Court for appointment of an Arbitrator. On failure of the Respondents to pay the alleged outstanding amount and/or agree to an Arbitrator, Petitioner filed this petition.

6. There exists an Arbitration Clause in the Loan Agreement dated 29.10.2022 and Petitioner sent an invocation notice, which was duly served on the Respondents as per the tracking report appended to this petition. Respondents have not only failed to respond to the notice under Section 21 of 1996 Act but have chosen to keep away from these proceedings. In these circumstances, this petition is allowed.

7. Learned Coordinator, Delhi International Arbitration Centre ('DIAC') is requested to take steps for appointment of a Sole Arbitrator to adjudicate the disputes arising out of Loan Agreement dated 29.10.2022. Arbitration proceedings will be held under the aegis of DIAC and as per its Rules. Fee of the Arbitrator shall be as per the DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

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



Act before entering upon reference.

9. 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.

10. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

MAY 27, 2025/shivam