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

+ **ARB.P. 1847/2025**

ABHIYAN CAPITAL INDIA PVT LTD

.....Petitioner

Through: Mr. Varun Tyagi, Mr. Mayank Mahajan, Mr. Akshay Sharma, Ms. Aditi Gupta Mahajan & Ms. Vaishali Sharma, Advocates.

versus

OM PRAKASH & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

22.12.2025

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1. The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, (hereinafter 'Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of the Loan Agreement dated 31st July, 2024 (hereinafter 'Agreement').
2. In terms of the aforesaid Agreement, the respondents availed a loan facility of Rs. 4,15,122/- from the petitioner.
3. The aforesaid Agreement contains an arbitration clause, *i.e.* Clause 33A, which provides for New Delhi as the seat of arbitration. The said Clause is set out below:



33. DISPUTE RESOLUTION

A. Arbitration: The Parties hereto jointly agree that all disputes, differences and/or claims, including occurrence of an event of default as per clause 16, arising out of this Agreement or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in New Delhi in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole arbitrator to be appointed by the Lender in the event of death, refusal, neglect, inability, or incapability of the person so appointed to act as an arbitrator, the Lender may appoint a new arbitrator. In the event of the parties failing to appoint a sole arbitrator jointly the provisions of section 11 of Arbitration and Conciliation Act 1996 shall apply for appointment of arbitrator. The proceedings will be conducted in English language. The award of the arbitrator shall be final and binding on all parties concerned. The Parties hereto agree that the place, seat, and venue of such arbitration shall be New Delhi.

4. Since there were disputes between the parties, the petitioner sent a notice dated 27th August, 2025 to the respondents under Section 21 of the Act, invoking the aforesaid arbitration clause. However, the respondents failed to respond to the aforementioned invocation notice.
5. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
6. As per the report of the Registry, the respondents have been served through e-mail.
7. An affidavit of service has also been filed on behalf of the petitioner, in terms of which the respondents have been served through email and WhatsApp.
8. None appears on behalf of the respondents, despite service.
9. Notice in the present petition was issued on 6th November, 2025. No reply has been filed on behalf of the respondents to the present petition.
10. In my view, the disputes between the parties can be decided in terms of the remedy of the arbitration as provided in the aforesaid Agreement. I am satisfied that there exists a valid arbitration agreement.



11. Accordingly, the dispute between the parties under the aforesaid Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- i. Mr. Kushagra Pandit, Advocate (Mob. No. +91-9873137839) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
- iv. The parties shall approach the Arbitrator within two (2) weeks from today.

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

13. The petition stands disposed of in the aforesaid terms.

14. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

DECEMBER 22, 2025

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