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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1913/2024**

SIMPLEPAY FINANCE PRIVATE LIMITEDPetitioner
Through: Appearance not given

versus

ABHIJIT DHARRespondent
Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
25.04.2025

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1. This is a petition filed under section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of the Loan Agreement dated 20.03.2023.
2. The arbitration clause is contained as clause 13.2 of the said agreement and the same reads as under:

“2. That all the parties to this agreement unequivocally agree that the disputes between the parties arising or relating to this agreement and payment/re-payment shall be settled through arbitration in accordance with Arbitration and conciliation Act 1996, and same shall be referred to the sole arbitrator mutually appointed by the parties. The arbitrator proposed by the aggrieved party, shall be deemed to be mutually appointed and will be entitled to enter into the reference and decide the dispute, if the proposal of his name is not disputed by the other party within

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15 days of receipt of notice of invocation of arbitration clause. The seat of arbitral tribunal shall be at Delhi and language shall be English. The cost of arbitration shall be borne by the party against whom the arbitration award is passed. The award of the sole arbitrator shall be binding on both the parties. The parties agree to submit to the exclusive jurisdiction of the Courts at Delhi. It is further agreed that District court of South Distt -Delhi or Delhi High Court as the case may be, shall be the Principal Civil Court for the purpose of any proceedings under the Arbitration and conciliation Act 1996. The notices to the parties sent through any of the modes Viz post/email/ WhatsApp/Courier and same shall be deemed to be valid service of notice or other communications under this agreement.”

3. Briefly stating the facts are that the petitioner is a Non-Banking finance company carrying out its business of granting various types of loans to its customers. During the course of its business, the petitioner advanced a loan for Rs. 4,03,000/- to the respondent, payable within 1 (one) day or maximum within 15 days from the date of execution of the Loan Agreement dated 20.03.2023.
4. As per the agreement, respondent No. 1 was the borrower and respondent No. 2 was the co-borrower.
5. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 13.08.2024.
6. Hence, the present petition.
7. In the present petition, notice was issued vide order dated 02.12.2024.
8. As per the affidavit of service, the respondent(s) have been served

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through WhatsApp on their mobile phone number(s) i.e. 9706662605 (respondent no. 1) and 7002454811 (respondent No. 2). The same mobile number(s) are also mentioned in the Loan Agreement.

9. I am satisfied that respondent(s) have been served, however, despite service, there is nobody appearing on behalf of the respondent. There are disputes subsisting between the parties and the same are to be settled through arbitration mechanism.

10. For the said reasons, the petition is allowed with the following terms and conditions:

- i) Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') shall appoint an Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of 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 DIAC within two weeks from

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11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 25, 2025/DM

Click here to check corrigendum, if any

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