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

+ **ARB.P. 1922/2024 & I.A. 46924/2024**

CARS 24 FINANCIAL SERVICES PRIVATE LIMITED

.....Petitioner

Through: Mr. Siddharth Arora, Mr. Rit Arora.
Advs.

versus

**SURAJ MEENA PROPRIETOR OF M/S SHREE RAM CAR
BAZAR & ANR**

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

08.04.2025

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1. This is a petition filed under Section 11(5) of Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. *Vide* Credit Facility Agreement dated 23.09.2019, the petitioner advanced loan to respondents to purchase a vehicle. The respondent no.1 is the principal borrower and respondent no.2 is the co-borrower.
3. The said Agreement contains Arbitration Clause, which is clause No. 15.2 which reads as under:-

“15.2 Arbitration: Any dispute under this Agreement shall be settled by binding arbitration conducted in English with the seat of arbitration in New Delhi



before a single arbitrator appointed by Lender at its sole discretion, as per the Arbitration and Conciliation Act, 1996.”

4. Since the respondents did not make the payment, the petitioner on 08.08.2024 issued Loan Recall Legal Notice and thereafter, issued notice under Section 21 of Arbitration and Conciliation Act, 1996, on 06.09.2024.
5. As per the Loan Agreement Form, the e-mail ID of respondent No. 1 is surajm010@gmail.com and his Mobile No. 08829988887; the Mobile No. of respondent No.2 i.e. the co-borrower, is 9829087707.
6. The respondents have been served both through e-mail as well as through WhatsApp.
7. I am satisfied that respondents have been served and despite service, there is nobody appearing on behalf of the respondents. There are disputes pending which need to be resolved through arbitration mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Vikhyat Oberoi, Advocate (Mob. No. 9916338183) 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 (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 party shall approach the learned Arbitrator within four weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 8, 2025/pk

Click here to check corrigendum, if any