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

+ **ARB.P. 1948/2025**

ABHYAN CAPITAL INDIA PVT LTD

.....Petitioner

Through: Mr. Gopal Jha, Adv.

versus

SUNDER & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.12.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (***“the Act”***) seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the petitioner sanctioned a loan in favour of the respondents and a Loan Agreement dated 16.12.2024 was executed wherein, respondent No. 1 is the borrower and respondent No. 2 is the co-borrower.
3. The Loan Agreement contains an arbitration clause being Clause No. 33, which reads as under:

“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 ant 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 jointly the provisions of Section- 11 of the 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, the petitioner invoked arbitration vide legal notice on 24.10.2025 and thereafter, filed the present petition.
5. The email ID as per the sanction letter is sunder8755@gmail.com and the respondents have been served at this Email ID.
6. Despite service, there is nobody appearing on behalf of the respondents today.
7. I am satisfied that there exists a valid Arbitration Agreement and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Delhi International Arbitration Centre (DIAC) Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.
 - 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.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 22, 2025/sp