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

+ **ARB.P. 2063/2024**

M/S CLIX CAPITAL SERVICES PVT. LTD.Petitioner

Through: Mr. Puneet Raj Banderwal, Mr. Ravi
Shankar Garg, and Mr. Himanshu
Nehra, Advs

versus

SONI MATHEW & ANR.Respondents

Through: Mr. Blessan Mathews and Ms. Deepa
Joseph, Advocates

**CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER
27.11.2025**

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Loan Agreement dated 26.12.2022.

2. It is stated that under the said Agreement, the Petitioner advanced a loan amounting to Rs.77,97,247/- under a Facility-Cum-Hypothecation Agreement along with Deed of Guarantee Loan in favor of the Respondents. It is stated that the loan was disbursed *vide* loan Account No. SCHHFS0000266890 for purchase of medical equipment which was to be repaid by the Respondents in 62 equal monthly installments of Rs.1,83,456/. It is stated that the Respondents have failed to comply with their obligations which led to the termination of the Loan Agreement.



3. It is stated that a Petition being OMP (I) (Comm.) No.273/2024 under Section 9 of the Arbitration Act has been decided in favor of the Petitioner *vide* Order dated 08.11.2024 passed by the learned District Judge (Commercial Court)-01, Central, Tis Hazari Courts, Delhi. It is also stated by the learned Counsel for the Petitioner that as on date about Rs. 82,47,292.60/- is due and payable by the Respondents.
4. A notice dated 19.11.2024 under Section 21 of the Arbitration Act, was sent by the Petitioner to the Respondents invoking Arbitration. It is stated that Clause 8.7 of the Agreement contains an Arbitration Clause which provides that disputes arising between the parties under the Agreement shall be decided by means of Arbitration and the seat of Arbitration shall be Delhi. Since the Respondent did not reply to the invocation of arbitration, the Petitioner approached this Court by filing the present Petition.
5. Notice in the Petition was issued on 18.12.2024. Affidavit of service has been filed. The affidavit of service indicates that the Respondents have been served through speed post. The postal report has also been enclosed along with the affidavit of service.
6. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.
7. Accordingly, Ms. Rajni Anand, Adv. (Mob: 9891593401) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.
8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and



regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression on the merits.

12. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 27, 2025

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