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

+ **ARB.P. 1994/2025**

KOTHAVALSA INFRAVENTURES PVT LTD

.....Petitioner

Through: Ms. Ranjana Roy Gawai, Ms.
Vasudha Sen, Mr. Vineet Wadhwa,
Ms. K.Hema, Advs.

versus

SREI EQUIPMENT FINANCE LTD & ANR.

.....Respondents

Through: Mr. Mehul Parti, Mr. Ashwani
Malhotra, Ms. Shivangi Bajpai, Ms.
Zoya Junaid, Advs. for R-1
Mr. Nikhil Palli, Ms Niyati Razdan,
Advs. for R-2

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+ **ARB.P. 1997/2025**

SREI EQUIPMENT FINANCE LTD

.....Petitioner

Through: Mr. Mehul Parti, Mr. Ashwani
Malhotra, Ms. Shivangi Bajpai, Ms.
Zoya Junaid, Advs.

versus

**KOTHAVALSA INFRAVENTURES PRIVATE LIMITED AND
ANR**

.....Respondents

Through: Ms. Ranjana Roy Gawai, Ms.
Vasudha Sen, Mr. Vineet Wadhwa,
Ms. K. Hema, Advs.
Mr. Nikhil Palli, Ms Niyati Razdan,
Advs. for R-2



CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
10.12.2025

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1. These are petitions 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 following agreements, namely, Rupee Loan Agreement dated 10.08.2020, Deed of Hypothecation dated 21.08.2020 and Indenture of Pledge dated 16.11.2020.
2. The brief facts are that the respondent No. 1 extended a Loan Facility to the petitioner by way of the said Rupee Loan Agreement and sanctioned a loan facility of Rs. 300 crores out of which a sum of Rs. 295,50,00,000/- was disbursed to the petitioner.
3. The respondent No.2 acted as a hypothecator and pledgor under the Loan Agreement.
4. Simultaneously, the parties also executed an Arbitration Agreement dated 10.08.2020. The relevant portion of the said Arbitration Agreement reads as under:

“Any dispute/s, difference/s and/or claim/s arising out of or in connection with the Loan Facility, any of the Financing Documents, including but not limited to the existence validity, performance, interpretation, implementation or termination of any financing Document or as the consequence of its nullity, or out of or in connection with any breach or alleged breach



of any such financing document (“Dispute”) and referred to arbitration by the disputing party in accordance with the terms of the Financing Documents shall be settled in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.”

5. The parties are agreeable that an arbitrator be appointed to adjudicate the disputes arising out of these agreements including the maintainability of claims.
6. With consent of parties, the petition is allowed and following directions are issued:
 - i) Mr. Justice (Retd.) Vipin Sanghi, (Former Chief Justice, Uttarakhand High Court) (Mob. No. 9871300037) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - 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 parties shall approach the learned Arbitrator within two weeks from today.
7. The petition is disposed of in aforesaid terms.
8. *Dasti.*

JASMEET SINGH, J

DECEMBER 10, 2025/sp