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

+ **ARB.P. 319/2026**

ABHIYAN CAPITAL (INDIA) PVT LTDPetitioner

Through: Mr. Priyaranjan Kumar, Adv.

versus

GIRDHARI RAM & ORS.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

22.05.2026

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1. By way of this petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [in short, 'Act'], the petitioner seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties under the loan agreement dated 22.03.2025. Clause 33 of the said agreement is the arbitration clause which reads thus:

“33. Dispute Resolution

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 through arbitration to be held in New Delhi in accordance with the provisions of Arbitration and Conciliation Act 1996, or any 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, the Lender may appoint a new 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.”

2. The disputes having arisen between the parties, the petitioner invoked the arbitration clause *vide* legal notice dated 23.11.2025, which did not elicit any response. Thus, the petitioner was constrained to file the present petition.
3. Notice was issued in the present petition *vide* order dated 23.03.2026.
4. Mr. Priyaranjan Kumar, learned counsel appearing on behalf of the petitioner has filed an affidavit of service *vide* Diary No.232462/2026 on 21.05.2026. The same is, however, not on record. The Registry is directed to place the said affidavit of service on record.
5. Mr. Kumar has handed over the original copy of affidavit of service across the Bar, the same is taken on record. A perusal of the said affidavit of service and the tracking reports annexed thereto shows that the notices sent to all the three respondents *vide* speed post have been refused.
6. In that view of the matter, the respondents are taken to have been served. There is, however, no representation on behalf of the respondents.
7. At the stage of proceedings under Section 11(6) of the Act, the Court is only required to satisfy itself, *prima facie*, as to the existence of the arbitration agreement. All other questions are to be left to the determination of the learned Arbitrator.
8. The material on record, particularly the loan agreement dated 22.03.2025, *prima facie*, shows that it contains an arbitration clause. The respondents have also not appeared to controvert the submissions. The petition is therefore allowed.



9. The disputes between the parties are referred to arbitration of Mr. Naveen Gupta, Advocate [Mob. 9312248478].
10. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator. The DIAC may register the case forthwith.
11. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
12. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
13. As the respondents have not entered appearance in these proceedings, it is made clear that they may be served in accordance with the DIAC rules in the arbitration proceedings.
14. The petition stands disposed of.

MAY 22, 2026
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VIKAS MAHAJAN, J