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

+ **ARB.P. 494/2026**

AXIS FINANCE LIMITED

.....Petitioner

Through: Mr. Abu John Mathew and Mr.
Shubham Mahajan, Advocates
Mob: 9871536016
Email: mma@mmalegal.in

versus

SATARIYA DIPAK KUMAR & ANR.

.....Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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21.04.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of a sole Arbitrator for adjudication of disputes between the parties arising out of a Loan Agreement dated 14th August, 2020.
2. Notice had been issued to the respondents on the last date of hearing.
3. As per the Office Noting, the respondents stand served by E-mail sent by the Registry. Further, affidavit of service has also been filed by the petitioner, showing the proof of service to the respondents.
4. However, none appears on behalf of respondent nos. 1 and 2, despite service.
5. Accordingly, this Court proceeds to deal with the matter.
6. As per the facts on record, the respondents approached the petitioner for availing a mortgage loan. Pursuant thereto, the petitioner disbursed a loan of Rs.19,92,638/- (Rupees Nineteen Lacs Ninety-Two Thousand Six



Hundred and Thirty-Eight), which had to be repaid in 180 equal monthly instalments. However, the respondents failed to comply with the repayment terms and conditions, as stipulated in the Loan Agreement.

7. As per the statement of account maintained by the petitioner, the respondents are liable to pay a sum of Rs. 20,03,504/- (Rupees Twenty Lacs Three Thousand Five Hundred and Four), as on 09th December, 2024. Constrained by the continued default of the terms of the Loan Agreement, the petitioner invoked the arbitration clause *vide* Notice dated 09th December, 2024, sent under Section 21 of the Arbitration Act, and sought consent of the respondents to appoint a sole Arbitrator, to adjudicate the disputes between the parties. The same was duly served upon the respondents.

8. At this stage, the learned counsel for the petitioner draws the attention of this Court to the arbitration clause between the parties, contained in Clause 28 of the Loan Agreement, which is reproduced as under:

28. JURISDICTION & DISPUTE RESOLUTION

- (a) The Terms of Facility shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts and tribunals in Mumbai and / or Delhi, to settle any disputes, which may arise out of, or in connection with, this Indenture and that, accordingly, any legal action, suit or proceedings arising out of, or in connection with, the Terms of Facility may be brought in those courts and tribunals and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals.
- (b) Nothing contained in this Clause shall limit any right of the Lender to take any proceedings in any court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not and the Borrower irrevocably submits to, and accepts, generally and unconditionally, the jurisdiction of such courts and tribunals, and the Borrower irrevocably waives any objection it may have now or in the future on the ground of an inconvenient forum.
- (c) Notwithstanding sub-clause (a) above, the Lender may, at its option, choose to settle any disputes which may arise out of or in connection with this Agreement by referring the same to arbitration in accordance with the (Indian) Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitral tribunal shall comprise of a sole arbitrator appointed by the Lender. The arbitration shall be held at Mumbai and / or Delhi, as may be determined by the Lender and the proceedings of such arbitration shall be conducted in English. The Parties hereby agree that the decision of the arbitrators shall be final and binding. The Parties hereby also agree that the cost of the arbitration proceeding shall be borne by the parties in accordance with the directions of the Arbitrator.
- (d) Without prejudice to the generality of the clause, the lender shall have the right to seek remedies under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as applicable, and/or the Recovery of Debts and Bankruptcy Act, 1993 (DRT Act) in the event the legal status of the Lender changes

or the law is amended or made to enable the Lender to proceed to recover dues from the Borrower under the DRT Act, in relation to its rights under the Finance Documents. Provided, however, that neither any such change in legal status of Lender nor change in law referred to hereinabove, shall invalidate an existing award passed by the arbitral tribunal pursuant to sub-clause (b) above.

9. Perusal of the aforesaid arbitration clause clearly shows that there is a



valid Arbitration Agreement between the parties, which stipulates the reference of disputes between the parties to a sole Arbitrator, in accordance with the arbitration mechanism provided therein.

10. Further, it has been agreed between the parties that the Courts of Mumbai or Delhi shall have exclusive jurisdiction and that the place of arbitration shall be either Mumbai or Delhi. The petitioner has chosen Delhi to be the place of arbitration, which is a valid choice as per the arbitration clause between the parties. Accordingly, this Court has jurisdiction to appoint an arbitrator, in terms of the aforesaid clause 28 between the parties.

11. This Court notes that the petitioner has an approximate claim of Rs. 20,03,504/- (Rupees Twenty Lacs Three Thousand Five Hundred and Four).

12. Therefore, the Court is satisfied that there are disputes between the parties and a valid arbitration clause exists, as per which, the disputes are to be adjudicated by way of arbitration.

13. Accordingly, there is no impediment in appointing a sole Arbitrator for adjudication of the disputes between the parties. The following directions are issued in this regard:

- i. Ms. Khushboo Nahar, Advocate, (Mobile No.: 9873940695) is appointed as the sole Arbitrator to adjudicate the disputes between the parties.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act, prior to entering into the reference. In the event that there is any impediment to the Arbitrator's appointment, on that count, the parties are given liberty to file an appropriate application before this Court.



- iv. It shall be open to the respondents to raise counter-claims, if any, in the arbitration proceeds.
 - v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on the merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
 - vi. The parties shall approach the Arbitrator within two (2) weeks from today.
14. The petition is disposed of, in the aforesaid terms.
15. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

APRIL 21, 2026/ak