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

+ **ARB.P. 602/2026**

PRATEEK SECURITIES PRIVATE LTD.

.....Petitioner

Through: **Mr. Rajat Ranjan, Adv. (Through VC)**

versus

ANALOG HEALTHECARE PVT LTD AND ORS.Respondents

Through: **Mr. Lakshmeesh S. Kamath, Mr. Rajesh Khandelwal, Ms. Samriti Ahuja, Ms. Aditi Prakash, Ms. Eka Kumari Singh, Advs. (Through VC)**

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

28.04.2026

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1. The present petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of a sole Arbitrator, for adjudication of the disputes arising between the parties, under the Short Term Loan Facility Agreement dated 29th October, 2024 ("Loan Facility Agreement"), as executed between the parties. Respondent nos. 2 and 3 are the directors of respondent no. 1-company, and are arrayed as parties to the present petition in such capacity.
2. Learned counsel for the petitioner submits that the aforementioned Loan Facility Agreement was executed between the parties, for the purpose of grant of a short term loan facility by the petitioner to respondent no. 1, for the purchase of machinery/equipment required for its business and



operations.

3. He further submits that based on the representations made by the respondents, the petitioner sanctioned loan to the respondents for an amount of Rs. 75,00,000/- (Rupees Seventy-Five Lakhs only), and the respondents were obligated to repay the said amount in 60 days.

4. He submits that despite such an obligation, the respondents were initially irregular in making payments, and later on, stopped making the payments entirely. It is the case of the petitioner that the respondents have defaulted in repaying the due amounts, and thereby, failed to adhere to the terms and conditions of the Loan Facility Agreement.

5. Learned counsel for the petitioner submits that the petitioner had earlier filed a petition under Section 9 of the Arbitration Act, being *OMP(I)(COMM) 2625/2025*, before the District Judge (Commercial Court)-01, Saket Courts, New Delhi. By way of order dated 30th April, 2025, the said Court had appointed a receiver to take over possession of the machines bought from the respondent therein.

6. Learned counsel for the petitioner submits that owing to the default by the respondents, the petitioner *vide* its Loan Recall Notice dated 29th January, 2025, called upon the respondents to pay the outstanding amount. However, despite the service of the said Loan Recall Notice, the respondents failed to repay the outstanding amount.

7. He, thus, submits that the petitioner issued a Notice dated 25th November, 2025 to the respondents, thereby, invoking the Arbitration Clause, i.e., Clause 28 of the Loan Facility Agreement, in terms of Section 21 of the Arbitration Act. The said notice stands duly served upon the respondents.



8. At this stage, learned counsel for the petitioner, draws the attention of this Court to the Loan Facility Agreement between the parties, which contains the Arbitration Clause, i.e., Clause 28, and the same is reproduced as under:

“xxx xxx xxx

28. DISPUTE RESOLUTION

Subject to the provision of this agreement, if any dispute, disagreement, or differences (“Dispute”) arise between the Parties (including any Borrower(s)) during the subsistence of the Agreement and/or thereafter, in connection with, arising out of, the validity, interpretation, implementation and/or alleged breach of any provision of the Agreement, jurisdiction or existence and appointment of the arbitrator or any future arbitrator, the said Dispute shall be referred to a sole independent arbitrator who shall be appointed mutually by the Companies and the jurisdictional Borrower. The venue of the arbitration shall be in New Delhi, and the seat of the arbitration shall be New Delhi. The language of the arbitration shall be in Hindi and English and the award shall be in English. The award shall be binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law.

xxx xxx xxx”

9. This Court also takes note of Clause 27 of the Loan Facility Agreement, which reads as under:

“xxx xxx xxx

27. GOVERNING LAW AND JURISDICTION

This Agreement shall be subject to Indian laws. The courts in Delhi will have exclusive jurisdiction in relation to and including all or any matter arising out of or in connection with this Agreement or any agreement entered into pursuant to this Agreement. The company, at its sole discretion, reserves its right to initiate proceedings against the borrower in such forum in India, as per the applicable laws.

xxx xxx xxx”

10. Perusal of the aforesaid Clauses, i.e., Clause 27 and 28, shows that there exists a valid Arbitration Agreement between the parties. Further, the parties have agreed that the disputes between them shall be resolved by way of arbitration, in accordance with the provisions of the Arbitration Act. The venue as well as the seat of the arbitration is at New Delhi. The Loan Facility Agreement also mentions that the Courts in Delhi shall have exclusive jurisdiction.

11. At this stage, learned counsel appearing for the respondents puts in



appearance and submits that she has no objection to the appointment of an Arbitrator. The same is taken into consideration by this Court.

12. This Court also notes the submission made by learned counsel appearing for the petitioner that the petitioner has an approximate claim of Rs. 81,36,099/- (Rupees Eighty-One Lakh Thirty-Six Thousand Ninety-Nine only).

13. In view of the aforesaid submissions, this Court is satisfied that there exists a valid Arbitration Agreement between the parties, and there are disputes which need to be adjudicated through the process of arbitration. Thus, this Court finds no impediment in appointing a sole Arbitrator for adjudication of disputes between the parties.

14. Accordingly, the following directions are issued:

- i) Mr. Sunil Goel, Advocate, (Mob: +91-9810215488) 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 learned 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 of 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 proceedings.
- 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 (02) weeks from today.

15. Accordingly, the present petition is disposed of in the aforesaid terms.

16. A copy of the order passed today, be sent to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

APRIL 28, 2026/SK