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

\# **CNR No. DLHC010311732024**

\+ ARB.P. 739/2024

AXIS FINANCE LIMITED .....Petitioner

Through: Mr. Raveesh Thukral, Advocate.

versus

PRAVEEN KUMAR MISHRA .....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 12.10.2026

1. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, ["the Act"], the petitioner seeks appointment of an arbitrator to adjudicate the disputes between the parties arising out of a Loan Agreement dated 09.03.2021 ["the Agreement"], under which the petitioner advanced a loan to the respondent.

2. The Agreement contains an arbitration clause [Clause 14], which provides for adjudication of disputes by a sole arbitrator to be appointed by the petitioner [described in the Agreement as "lender"]. It also provides that the Arbitrator would not be required to give reasons for the award, and the arbitration proceedings shall be held in Mumbai/Delhi.

3. Disputes arose between the parties, as a result of which the petitioner sought to invoke arbitration *vide* a legal notice dated 06.02.2024. The petitioner is before this Court, as it did not receive a response to the said notice.

4. This Court issued notice in the present petition on 24.05.2024. By an order dated 21.04.2025, the petitioner's application for substituted

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service upon the respondent was allowed. The order of the Court dated 12.08.2026 records that the respondent has been served. The matter was thereafter referred to learned Joint Registrar to confirm whether the service has been properly effected. The order of the learned Joint Registrar dated 28.09.2026 confirms this position.

5. The respondent has, therefore, been duly served, but has not entered appearance in the present proceedings.

6. It *prima facie* appears that there is an arbitration clause in the Agreement between the parties, which has been duly invoked. The respondent has also not entered appearance, to controvert this submission.

7. As far as the jurisdiction of this Court is concerned, the arbitration clause provides for the arbitration proceedings to be held in "*Mumbai/Delhi*". Mr. Raveesh Thukral, learned counsel for the petitioner, submits that in such a situation, the claimant is at liberty to opt for either Court in which to institute the petition under Section 11 of the Act. He relies upon an order of the coordinate Bench of this Court in *Vedanta Limited vs. Shreeji Shipping*[1] ["hereinafter, "*Vedanta Limited*"], wherein a similar clause, with a choice of seats of arbitration was interpretated as follows:

> "*17. In the present case,* ***the arbitration clause clearly states that the seat of arbitration is Goa, Karnataka or Delhi. It merely gives a choice to the parties to invoke the jurisdiction of either of these courts.*** *There is no ambiguity in the clause, as it intended for the parties to choose either of these jurisdictions to govern the arbitration proceedings invoked by the parties. The same is certain, or is capable of being made certain. Hence, I am of the view that arbitration clause is not hit by Section 29 of the ICA.*
> *18.* ***The fact that the seat of the arbitration has been***

[1] ARB.P. 342/2023, dated 08.02.2024.

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contemplated as Delhi, Karnataka and Goa also vests jurisdiction with this Court to entertain and try the Section 11 petition *in view of the judgment of the Hon'ble Supreme Court in* ***Indus Mobile Distribution (P) Ltd. v. Datawind Innovations (P) Ltd.****, (2017) 7 SCC 678:*

> *"19. A conspectus of all the aforesaid provisions shows that the moment the seat is designated, it is akin to an exclusive jurisdiction clause. On the facts of the present case, it is clear that the seat of arbitration is Mumbai and Clause 19 further makes it clear that jurisdiction exclusively vests in the Mumbai courts. Under the Law of Arbitration, unlike the Code of Civil Procedure which applies to suits filed in courts, a reference to "seat" is a concept by which a neutral venue can be chosen by the parties to an arbitration clause. The neutral venue may not in the classical sense have jurisdiction — that is, no part of the cause of action may have arisen at the neutral venue and neither would any of the provisions of Sections 16 to 21 of CPC be attracted. In arbitration law however, as has been held above, the moment "seat" is determined, the fact that the seat is at Mumbai would vest Mumbai courts with exclusive jurisdiction for purposes of regulating arbitral proceedings arising out of the agreement between the parties.""*

[Emphasis supplied.]

The contention that the seat must be determined with reference to the place where the cause of action arises, was negated with the following observations:

> "*19. I am unable to agree with the contention of the learned senior counsel for the respondent that where three other ports are stated to be having the seat of arbitration, in that scenario, the provisions of Section 16 to 20 of CPC should be applied for determining which of the Courts has jurisdiction, as the law in this case is already settled by the above paragraphs of the judgment of the Hon'ble Supreme Court. In case the seat of arbitration is at three places, the parties are at liberty to approach any one of the said three places.*"

8. Having regard to the order of the coordinate Bench in *Vedanta Limited*, I am the view that the petitioner is entitled to invoke the jurisdiction of this Court.

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9. In the present case, Mr. Thukral submits that this Court may appoint an arbitrator, as the provision for unilateral nomination by the petitioner is not in consonance with the prevailing legal position. He also submits that the Court may direct that the arbitrator would be required to give reasons for award.

10. For the aforesaid reasons, the petition is allowed and it is directed as following:

a. The disputes between parties under the Agreement will be adjudicated by a sole arbitrator under the aegis of Delhi International Arbitration Centre ["DIAC"].

b. DIAC is requested to nominate an Arbitrator from its panel. The arbitration proceedings will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

c. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.

d. As the respondent has not entered appearance in the present proceedings, it is made clear that the respondent must be served in accordance with the Rules of DIAC in the arbitration proceedings.

11. The petition stands disposed of, with the aforesaid directions.

12. Needless to say, all rights and contentions of the parties, including as to the arbitrability and maintainability of the claims, and on merits, are left open for adjudication by the learned Arbitrator.

PRATEEK JALAN, J

OCTOBER 12, 2026/*"PV"/MK/*

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