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

\# **CNR No. DLHC010326802025**

\+ ARB.P. 796/2025

AXIS FINANCE LIMITED .....Petitioner

Through: Mr. Shikhar Gupta & Mr. Ankush Bhardwaj, Advocates.

versus

MANISH KUMAR & ANR. .....Respondents

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 arising out of Loan Agreement No. 0456PLA00124016 dated 19.07.2023 ["the Agreement"]. The petitioner is described in the Agreement as the lender, and the respondents as the borrowers.

2. Under the Agreement, the petitioner advanced a loan of Rs. 25,80,002/- to the respondents, which, according to the petitioner, was not serviced in terms of the Agreement, giving rise to disputes between the parties.

3. The Agreement contains an arbitration clause [Clause 14], which provides for adjudication of disputes by a sole arbitrator to be nominated by the petitioner. It also provides that the arbitrator would not be required

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to give reasons for the award, and that the arbitration proceedings will be held in Mumbai/Delhi.

4. As far as the arbitration clause is concerned, Mr. Shikhar Gupta, learned counsel for the petitioner, accepts, at the outset, that the provision for unilateral appointment of an arbitrator by the petitioner is not permissible in law. Mr. Gupta also submits that, notwithstanding the contents of the arbitration clause, the arbitrator may be directed to give reasons for the award, in accordance with law.

5. Mr. Gupta submits that the Agreement was executed in Delhi, the residential addresses of both the respondents have also been mentioned as Delhi, and the petitioner has chosen to institute the arbitration proceedings in Delhi. The Agreement also provides for the seat of arbitration to be Delhi/Mumbai, vesting the jurisdiction in the Courts of Delhi/Mumbai.

6. By way of legal notices dated 14.04.2025 addressed to both the respondents, the petitioner invoked arbitration. As the said notices failed to elicit a response, the petitioner has filed this petition for appointment of an arbitrator.

7. Notice in this petition was issued on 23.05.2025, after which the matter has been pending for service of notice.

8. The office report dated 20.04.2026 reveals that the respondents remain unserved by ordinary post. Speed post service was also unsuccessful, with the noting that the concerned persons had left the given address. However, service is stated to have been successful through email and WhatsApp. A further office report dated 21.08.2026, once again states that the premises mentioned in the memo of parties were

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found locked, but contact was established with the respondents through telephone and the notice was served through WhatsApp. Speed Post service was once again unsuccessful, but email service was successful.

9. Mr. Gupta has also filed three affidavits of service. The first affidavit dated 08.09.2025 discloses that speed post service could not be effected. In the second affidavit, dated 17.11.2025, it is disclosed that respondent No. 1 has left the address without instructions. Nevertheless, it is stated that service at the email ID *vastavmanish@gmail.com* and on the WhatsApp No. +91 9716928864 were duly completed. The third affidavit of service dated 18.08.2026 is also similar.

10. In the Agreement, the residential addresses of both the respondents is mentioned as "*RZD1/220 3rd Floor No 5, Mahavir Enclave Part 1 Delhi Nasirpur, South West Delhi, Delhi, 110045*", and "*RZD1/220 3rd Floor Gali No 5, Mahavir Enclave, Landmark Chouhan Chowk, South West Delhi, Delhi, 110045*", respectively. The office address of the respondent No. 1 has also been stated as "*1501-10 Palm, Spring Plaza Sector 54, Gurgaon, Haryana, 122001*". The mobile number and email address of respondent No. 1 have been taken from the petitioner's records as reflected in respondent No. 1' statement of account, annexed to the petition [Document 5]. These very addresses are reflected in the memo of parties.

11. It may be noted that Clause 12 (XI) and (XII) of the Agreement specially permit service of notice upon the respondents by post at the addresses mentioned in the Agreement, and by email/instant messaging services. As service in these terms has been attempted repeatedly, I do not consider it necessary to await the appearance of the respondents.

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12. The existence of the arbitration clause and due invocation thereof have been *prima facie* established by the material on record. The respondents have also not entered appearance to controvert the submissions of the petitioner on this account.

13. The petition is, therefore, allowed with the following directions:

a. The disputes between the parties are referred to arbitration 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 the 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 respondents have not entered appearance in the present proceedings, it is clarified that they will be duly served in accordance with the Rules of DIAC in the arbitration proceedings.

14. The petition is, accordingly, disposed of.

15. 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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