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

+ **ARB.P. 1673/2025 & I.A. 25470/2025**

AXIS FINANCE LIMITED

.....Petitioner

Through: Ms. Mamta Kumari and Mr. Pardeep
Kumar, Advocates

Mob: 9643346211

Email:

advmamtakumari29@gmail.com

versus

PRASAD VENKATAIAH DAKARAPU

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

22.04.2026

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I.A. 25470/2025

1. The present application has been filed under Section 5 of the Limitation Act, 1963, seeking condonation of delay of 139 days in filing the present petition.

2. In view of the averments made in the application, the same is allowed and accordingly, disposed of.

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3. 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 arising out of the Loan Agreement dated 02nd September, 2021, entered into between the petitioner and the respondent.

4. None appears for the respondent, despite service.



5. In this regard, learned counsel for the petitioner has drawn the attention of this Court to the affidavit of service, as per which, the respondent stands served.

6. Accordingly, this Court proceeds to decide the present matter.

7. It is the case of the petitioner that by way of the said Loan Agreement, the respondent had been extended a loan of Rs. 10,06,150/- (Rupees Ten Lacs Six Thousand One Hundred and Fifty). In terms thereof, the respondent was under the obligation to repay the loan in equated monthly installments. However, the respondent failed to adhere to the terms and conditions by defaulting in his repayment obligations under the Loan Agreement.

8. Owing to such default, the petitioner, *vide* an Intimation Notice dated 07th June, 2023, classified respondent's account as a Non-Performing Asset ("NPA") and directed the respondent to clear the outstanding dues of Rs. 9,31,428/- (Rupees Nine Lacs Thirty One Thousand Four Hundred and Twenty Eight). Despite receipt of said Intimation Notice, the respondent did not make the required payments.

9. Thereafter, the petitioner invoked the arbitration clause between the parties, i.e., Clause 14 of the Loan Agreement, by issuing a notice dated 21st June, 2024 under Section 21 of the Arbitration Act. The said notice stands duly served upon the respondent.

10. This Court notes the Clause 14 of Loan Agreement dated 02nd September, 2021 between the parties, which contains the arbitration clause and reads as follows:

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14. All disputes, differences and/or claim or questions arising out of these presents or in any way touching or concerning the same or as to construction, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held Mumbai/Delhi.

11. Further, this Court also takes note of the relevant portion of the Annexure attached to the Loan Agreement, which is reproduced as under:

“xxx xxx xxx

ANNEXURE TO THE LOAN AGREEMENT

Schedule A: Details of Date, Place of Execution, Branch of the lender and Borrower	
Date of Execution	02 SEPTEMBER 2021
Place of Execution	Delhi
Branch of Lender	Delhi
Name of the Borrower	PRASAD VENKATAIAH DAKARAPU Son of: VENKATAIAH SINTHALA
Status (Tick One)	Individual
Office Address/ Residential Address	Residential Address: SNO 21 FLAT NO-02 RATNAMMA HERITAGE GURUKRUPA SOCIETY HAVELI MUNDHAWA NV NEAR OLD ORBIS SCHOOL, Keshavnagar-mundwa nv Mundhwa, Maharashtra, PUNE 411036
	Office Address: Wing I, Cluster D, EON Free Zone MIDC Khumdi Knowledge Park, PUNE Maharashtra 411014
Permanent Account Number	CPAPS2843L
Voter ID No./Passport No.	
Schedule B: Details of Date, Place of Execution, Branch of the lender and Borrower	

Signed using Aadhaar
(aapaly.com - NITYAGAD)

PRASAD VENKATAIAH
DAKARAPU

Subscribed and Verified by
9019462673
Apo Francis M...

xxx xxx xxx”



12. Perusal of the aforementioned arbitration clause, as well as the Annexure, shows that the arbitration proceedings are to be held either in Mumbai or in Delhi, and further, that the place of execution of the Loan Agreement is Delhi. Thus, the present petition has been filed by the petitioner before this Court, by choosing Delhi as the venue for holding the arbitral proceedings between the parties.

13. This Court takes note of the submission made by learned counsel for the petitioner that the petitioner has an approximate claim of Rs. 9,31,428/- (Rupees Nine Lacs Thirty One Thousand Four Hundred and Twenty Eight).

14. In view of the discussion hereinabove, and the Loan Agreement between the parties, it is clear that there is a valid arbitration clause between the parties, and there are disputes between the parties which need to be adjudicated through the process of arbitration.

15. Accordingly, this Court finds no impediment in appointing a sole Arbitrator for adjudication of the disputes between the parties, and the following directions are issued:

- i) Ms. Preeti Gothwal, Advocate (Mob: +91-8800166651) 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 respondent 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.
16. Accordingly, the present petition is disposed of in the aforesaid terms.
17. A copy of the order passed today, be sent to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

APRIL 22, 2026/au