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

+ ARB.P. 2050/2025

CNH INDUSTRIAL CAPITAL I(NDIA) PVT LTD.....Petitioner

Through: Mr. S.K. Sen, Adv.

versus

SK SANARUL & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

05.05.2026

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1. By way of present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [in short, 'Act'], the petitioner seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties under the Loan-cum-Hypothecation Agreement dated 31.07.2019 [hereinafter referred to as 'agreement'].
2. The agreement provides for resolution of disputes by arbitration. Clause 31 of the agreement contains the arbitration clause. The seat and venue of arbitration has been provided in the said arbitration clause as New Delhi.
3. The disputes having arisen between the parties, the petitioner invoked arbitration clause by a communication dated 09.07.2025, in response to which, the respondent appointed an arbitrator unilaterally. However, subsequently, the arbitrator recused. Hence, the petition has approached the Court under Section 11(6) of the Act.



4. Notice was issued in the present petition *vide* order dated 09.12.2025. Mr. S.K. Sen, learned counsel appearing on behalf of the petitioner submits that affidavit of service has been placed on record, stating that the respondents have been served by speed post, as well as, through courier and WhatsApp.

5. Attention of the Court has been drawn to the affidavit of service and tracking report of speed post, as well as, courier.

6. In view of the above, the respondents are taken to have been served. Despite service, there is no representation on behalf of the respondents.

7. At the stage of proceedings under Section 11 of the Act, the Court only requires to satisfy itself, *prima facie*, as to the existence of the arbitration agreement. All other questions are to be left to the determination of the learned Arbitrator.

8. The material on record, particularly Clause 31 of the Loan-cum-Hypothecation Agreement dated 31.07.2019, *prima facie*, demonstrates that an arbitration agreement exists between the parties. The respondents have also not appeared to controvert this position.

9. The petition is, therefore, allowed and the dispute between the parties is referred to arbitration of Ms. Priti, Advocate; Enrl. No. D/1964-B/2008 [Mob. 9990209294].

10. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator. The DIAC may register the case forthwith.

11. The learned Arbitrator is requested to furnish a declaration under



Section 12 of the Act prior to entering upon the reference.

12. Further, since the respondents are not represented before this Court, it is made clear that respondents be also served in accordance with the rules of DIAC in the arbitration proceedings.

13. All rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

14. The petition stands disposed of.

VIKAS MAHAJAN, J

MAY 5, 2026

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