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

+ **ARB.P. 2060/2025**

ABHIYAN CAPITAL INDIA PVT LTDPetitioner

Through: **Mr. Priyaranjan Kumar, Adv.**

versus

RAJ KUMAR & ORS.Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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23.01.2026

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 disputes between the parties arising out of Loan Agreement dated 28.01.2025. The agreement provides for resolution of disputes by arbitration. The relevant clause is clause 33, which reads thus:

“33. DISPUTE RESOLUTION

A. Arbitration: The parties hereto jointly agree that all disputes, differences and/or claims, including occurrence of an event of default as per clause 16, arising out of this agreement or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in New Delhi in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to a Sole Arbitrator to be appointed by the lender in the event of death, refusal, neglect, inability, or



incapability of the person so appointed to act as an Arbitrator jointly the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 shall apply for appointment of Arbitrator. The proceedings will be conducted in English language. The award of the Arbitrator shall be final and binding on all parties concerned. The parties hereto agree that the place, seat and venue of such arbitration shall be New Delhi.

B. Nothing contained herein shall be construed as extinguishing, limiting or ousting the rights and remedies of the Lender, if available now or in the future as against the Borrower and/or the Guarantors, if any and/or any other persons, or any of their respective assets, under the SARFAESI Act and/or the IBC, and the Lender shall stand absolutely entitled to exercise such rights/remedies thereunder irrespective of the initiation, pendency, or continuation of any other arbitral or other proceedings.

C. Notwithstanding anything to the contrary contained hereinabove, the Lender shall be entitled to exercise the rights available against the Borrowers and/or other persons or any/all of their respective Assets(s) under the DRT Act and/or under the IBC or the SARFAESI Act or any other applicable act or legislation, which may become applicable to the Lender in future, along with amendments that would be made to such acts from time to time irrespective of the initiation, pendency or continuation of any arbitral or other proceedings (if permissible in law).

D. All rights and remedies pursuant to this Agreement are without prejudice to the other and nothing contained in this Agreement shall in any manner compel the Lender to prefer one form of remedy over the other.”

2. The aforesaid clause provides that the seat and venue of the arbitration shall be at New Delhi.



3. Disputes having arisen between the parties, the petitioner invoked arbitration by giving a notice dated 29.10.2024, which failed to elicit any response. The petitioner, therefore, approach this Court under Section 11 of the Act.
4. Notice was issued by this Court *vide* order dated 10.12.2025.
5. Mr. Priyaranjan Kumar, the learned counsel appearing on behalf of petitioner submits that notice was also sent by the petitioner and the tracking report reveals that the article has been delivered.
6. The affidavit of service has been filed by the petitioner alongwith the tracking report. It is borne out from the tracking report that all the three defendants have received the notices. In view of the above, the respondents are taken to have been served.
7. None appears on behalf of the respondent when the matter is called out.
8. At the stage of proceedings under Section 11 of the Act, the Court is only required to satisfy itself, *prima facie*, as to the existence of the arbitration agreement. All other questions are to be left open to be determined by the learned Arbitrator.
9. The material on record reveals that there is an arbitration agreement between the parties as noted hereinabove. The respondents have also not appeared to controvert this submission. The petition is, therefore, allowed.
10. The disputes between the parties are referred to arbitration of Mr. Kamal Digpaul, Advocate [Mob.No.9582543344].
1. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi-110003 (DIAC) and will be governed by the Rules of DIAC including as to the



remuneration of the learned arbitrator.

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

12. It is made clear that all the rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

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

14. The petition stands disposed of in the above terms.

VIKAS MAHAJAN, J

JANUARY 23, 2026

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