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

+ **ARB.P. 2096/2025**

**ABHIYAN CAPITAL INDIA PVT LTD**

.....Petitioner

Through: Mr. Rahul Kashyap, Mr. Suresh  
Chandra and Mr. Aman Sharma, Advocates.

versus

**RAMESHWR & ORS.**

.....Respondents

Through:

**CORAM:**

**HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER**

**30.01.2026**

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1. By way of the present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') the petitioner is seeking appointment of an Arbitrator to adjudicate the disputes between the parties under the Loan Agreement dated 28.03.2025.
2. The agreement provides for resolution of disputes by arbitration. Clause 33 of the aforesaid Loan Agreement contains the arbitration clause. It further provided that place, seat and venue of arbitration shall be at New Delhi.
3. Upon a dispute having arisen between the parties, petitioner invoked arbitration by giving a legal notice dated 29.10.2025 in terms of Section 21 of the Act, which did not elicit any response from the respondent. In this backdrop, the petitioner has approached this Court under Section 11(6) of the Act for appointment of an Arbitrator.



4. Notice in the petition was issued vide order dated 18.12.2025. Service report reveals that all the three defendants have been served, however, there is no representation on behalf of the respondents when the matter is called out.
5. 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 left open for determination by the learned Arbitrator.
6. The material on record, particularly the Loan Agreement demonstrates *prima facie* that it contains an arbitration clause. The respondents have also not appeared to controvert the averments made in the petition. The petition is, therefore, allowed.
7. Accordingly, the dispute between the parties are referred to arbitration of Mr. Kamal Digpaul, Advocate (Mob.9582543344, Email ID: [kamaldigpaul@gmail.com](mailto:kamaldigpaul@gmail.com)).
8. The arbitration shall 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.
9. The learned Arbitrator, as appointed by DIAC is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
10. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
11. As the respondents have not entered appearance in these proceedings, it is made clear that the respondents must be served in accordance with



DIAC Rules in the arbitration proceedings.

12. Petition stands disposed of.

**IKAS MAHAJAN, J**

**JANUARY 30, 2026/jg**