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

+ **ARB.P. 16/2026**

ABHISHEK SAGAR

.....Petitioner

Through: *Appearance not given*

versus

JAGDISH KUMAR & ANR.

.....Respondents

Through: Mr. Bharath Gangadharan, Ms. Tanya Chaudhry, Advs., for Respondent No. 2

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

19.03.2026

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Debt Agreement dated 18.09.2024.
2. The facts of the case reveal that a Debt Agreement dated 18.09.2024 was executed between the Petitioner and the Respondents, wherein the Respondents were the borrowers and the Petitioner was the Lender. The amount owed by the Respondent was to the tune of Rs. 63,48,739/-. It is the case of the Petitioner that the Respondents have defaulted in the payment of debts. A Notice of Default was issued on 24.10.2025.
3. Another Notice dated 24.10.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondents



invoking Arbitration. The said Notice was duly replied by the Respondents' *vide* Email dated 17.11.2025 refusing to name the sole arbitrator and further disputing the terms of the Debt Agreement.

4. Notice was issued in the present Petition on 05.01.2026. The Respondents stand served.

5. Clause 8 of the Agreement contains an arbitration clause which read as under:-

“8.1 This Agreement shall be governed by and construed in accordance with the laws of India.

8.2 Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in Delhi, India.”

6. A perusal of the said Clause indicates that the parties have decided that the seat of the arbitration would be in Delhi.

7. In view of the fact that the dispute has arisen between the Parties, this Court is inclined to appoint an Arbitrator.

8. Accordingly, Mr. Abhilash Mathur, Advocate (Mob No: 9811041536) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

9. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a week of entering on reference.



11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
12. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.
13. The present Petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 19, 2026

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