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

+ **ARB.P. 39/2026**

BIZLOAN PRIVATE LIMITED

.....Petitioner

Through: Ms. Sakshi Jain, Adv.

versus

SUDHIR YADAV & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **27.04.2026**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') seeking appointment of sole arbitrator to adjudicate the disputes between the parties under the facility agreement dated 30.07.2018.
2. Ms. Sakshi Jain, learned counsel appearing on behalf of petitioner submits that earlier arbitration proceedings were conducted through SAMA Online Dispute Resolution (ODR) Platform having corporate name ODRWAYS Solutions Private Limited which culminated into an Award dated 05.12.2024.
3. The said Award was held to be in-executable and void in execution application filed under Section 36 of the Act. Hence, the present petition has been filed seeking appointment of an Arbitrator.
4. The matter when listed on 05.02.2026, on the request of the parties,



the matter referred to mediation under the aegis of Delhi High Court Mediation & Conciliation Centre (Samadhan). However, it appears that the matter has been closed by the Centre (Samadhan) as not settled, the report of the Centre is on record.

5. In this backdrop, Ms. Jain submits that an Arbitrator may be appointed.

6. None appears on behalf of the respondent when the matter is called out, nor reply to the present petition has been filed despite the fact that the respondent was earlier represented through a counsel.

7. At the stage of proceedings under Section 11(6) 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 to the determination of the learned Arbitrator.

8. The material on record particularly the facility agreement demonstrates that the said agreement contains an arbitration clause i.e. clause 25.2.

9. The petition is, therefore, allowed. Accordingly, the dispute between the parties is referred to arbitration of Mr. Nishant Chaudhry, Advocate [Mob. 9810999156, Email ID: nishant7.legal@gmail.com].

10. The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi [hereinafter, referred to as the 'DIAC']. The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree.

11. The learned Arbitrator is requested to furnish a 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. Petition stands disposed of.

VIKAS MAHAJAN, J

APRIL 27, 2026

N.S. ASWAL