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

+ **ARB.P. 162/2026**

AXIS FINANCE LIMITEDPetitioner
Through: **Mr. Raveesh Thukral, Adv.**

versus

ABRAHAM LIVINGSTON J & ORS.Respondents
Through:

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **08.04.2026**

1. By way of the present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act'), petitioner seeks appointment of an Arbitrator to adjudicate the disputes between the parties arising out of loan agreement dated 22.03.2022.
2. The said loan agreement contains an arbitration clause 29 which provides for resolution of disputes between parties, which reads thus:

“ 29. Jurisdiction & Dispute Resolution:

xxx xxx xxx

(c) Notwithstanding sub-clause (a) above, the Lender may, at its option, choose to settle any disputes which may arise out of or in connection with this Agreement by referring the same to arbitration in accordance with the (Indian) Arbitration and Conciliation Act 1996 as amended from time to time. The arbitral tribunal shall comprise of a sole arbitrator appointed by the Lender. The arbitration shall be held at Mumbai and / or Delhi, as may be determined by the Lender and the proceedings of such arbitration shall be conducted in English. The Parties hereby agree that the decision of the arbitrators shall be final and binding. The Parties hereby also agree that



the cost of the arbitration proceeding shall be borne by the parties in accordance with the directions of the Arbitrator...

xxx xxx xxx

(f) The parties agree that the aforesaid proceedings shall be carried out by a sole arbitrator appointed under the Rules. The juridical seat of arbitration shall be Delhi/Mumbai, India and the aforesaid proceedings shall be subject to the exclusive jurisdiction of the competent courts in Delhi/Mumbai, India. The language of arbitration shall be English. The law governing the arbitration proceedings shall be Indian law. The decision of the arbitrator shall be final and binding on the parties.”

3. The disputes having arisen between the parties, the petitioner invoked the arbitration clause, by giving a notice dated 19.05.2024 to the respondents, which did not elicit any response. The petitioner, therefore, has approached this Court under Section 11 of the Act.

4. Notice in the petition was issued by this Court *vide* order dated 23.01.2026, but the respondents remained unserved.

5. Thereafter, fresh notice was issued *vide* order dated 18.02.2026. The office noting reveals that respondent nos. 1 to 3 have been served through speed post. The proof of delivery is also on record, however, there is no representation on behalf of respondent nos.1 to 3.

6. 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.

7. A perusal of loan agreement dated 22.03.2022, *prima facie*, demonstrates that it contains an arbitration clause which has been quoted herein above.



8. Accordingly, the dispute between the parties is referred to arbitration of Ms. Mahima Sharma, Advocate; Enrl. No. D/1843/2012 [Mob. 9582058030] [email id: advmahimaks@gmail.com].
9. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”].
10. Learned Sole Arbitrator shall be entitled to a fee in accordance with the Fourth Schedule of the Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
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 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. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
14. Petition stands disposed of.

VIKAS MAHAJAN, J

APRIL 8, 2026
N.S. ASWAL