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

+ **ARB.P. 336/2026**

M/S UNITED FINANCE AND INVESTMENTSPetitioner

Through: **Mr. Amiditya Sharma, Mr. Sanjay K.
Chadha and Mr. Avanish Kumar,
Advs.**

versus

MR. SAGAR KHATRI AND ORS. & ORS.Respondents

Through:

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

ORDER

27.04.2026

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I.A. 4824/2026 (seeking condonation of delay of 43 days in re-filing the petition)

1. For the reasons mentioned in the application, the same is allowed.
2. The application stands disposed of.

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3. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') seeking appointment of a sole arbitrator for adjudication of disputes between the parties arising out of the Loan Agreement dated 14.11.2022.
4. The agreement provides for resolution of disputes by arbitration. Clause 10.15 of the Loan Agreement is the Arbitration Clause.
5. Since there were disputes between the parties, the petitioner invoked



arbitration by giving notice dated 13.05.2025 in terms of Section 21 of the Act, which did not elicit any response from the respondents.

6. In this backdrop, the petitioner was constrained to file the present petition.

7. Notice in the petition was issued by this Court *vide* order dated 20.02.2026.

8. The service report placed on record by the Registry shows that the respondents have been served by ordinary process, as well as, through e-mail. Accordingly, the respondents are treated to have been served.

9. Nonetheless, there is no representation on behalf of the respondents.

10. 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.

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

12. 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.

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

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



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

16. Petition stands disposed of.

VIKAS MAHAJAN, J

APRIL 27, 2026

N.S. ASWAL