HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Arbitration Application No. 62/2025
CNR: RJHC020280272025 | URN: ARBAP / 87U / 2025

Baid Finserv Ltd, (Formerly Known As Baid Leasing And Finance Company), Having Registered Office At Plot No.1, Baid House, 2Nd Floor, Tara Nagar, Ajmer Road, Jaipur 302006 Through Its Authorized Signatory Nakul Singh Shekhawat

----Applicant

Versus

1. Hari Narayan Kumawat S/o Roop Narayan Kumawat, R/o 3, Achanchukya, Begas, Bagru, Jaipur 303007 (Raj.)
2. Manphooli Devi W/o Hari Narayan Kumawat, R/o 3, Achanchukya, Begas, Bagru, Jaipur 303007 (Raj.)
3. Shankar Lal Kumawat S/o Hari Narayan Kumawat, R/o 3, Achanchukya, Begas, Bagru, Jaipur 303007 (Raj.)

----Respondents

For Petitioner(s)	:	Mr. Sandeep Bansiwal with Mr. Ronak Bafna
For Respondent(s)	:	

HON'BLE THE CHIEF JUSTICE MR. SANJAY K. AGRAWAL

Order

20/11/2026

1. None appears for non-applicants, though served.

2. The applicant-petitioner has preferred this arbitration application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short ‘the Act of 1996’) for appointment of the Arbitrator.

3. Heard learned counsel for the applicant and perused the material available on record.

4. Clause 12.1 of the Agreement contains an arbitration clause which states as under:

> "12.1 All claims, disputes or differences whatsoever which may at any time hereafter arise between the parties hereto concerning this agreement or its construction of effect or as to the rights, duties, obligations of liabilities of the parties hereto or either or them under or by virtue of or in connection with this agreement or any document executed or security created pursuant there to or otherwise as to any other manner in any way connected with or arising out of or in relation to the subject matter to this agreement (including, without limitation, enforcement of security) shall be referred to the arbitration of a sole arbitrator appointed by the company. The arbitration shall be conducted in accordance with and subject to the provisions of the arbitration & conciliation act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The place of arbitration shall be as mentioned in **serial no (15) of the schedule.**
> The provision of this agreement relating to arbitration shall not prejudice the companys rights to take criminal proceedings against the borrower and/or any other proceedings which would by their nature not be subject to the arbitration provisions of this agreement.
> This agreement and the relationship between the parties shall be governed by and interpreted in accordance with the laws of India.

4. The notice under Section 21 of the Act of 1996 in respect of loan agreement has been served to the non-applicants on 25.11.2024.

5. Learned counsel for the applicant submits that the Arbitrator be appointed as there is an arbitration clause and notice has also been served.

6. Learned counsel for the non-applicants submits that the dispute is not arbitrable.

7. The arbitrability of the dispute, if any, be raised before the Arbitrator and accordingly, this Court appoints Hon'ble Mr. Justice Banwari Lal Sharma (Retd.), R/o Plot No.49 & 50, Theme Colony, 4-D Campus, 80Ft Road No.1 Murlipura Jaipur-302039, to act as the Sole Arbitrator to decide all issues without prejudice to the rights and contentions raised in the present application. Non-

applicants will be at liberty to raise all the objections before the Arbitrator.

8. The arbitration fees shall be determined in accordance with the Fourth Schedule of the Act of 1996, as amended. The fee of the Arbitrator will be equally borne by both the parties.

9. The arbitration application is allowed accordingly.

10. Copy of this order be sent to the appointed Sole Arbitrator.

(SANJAY K. AGRAWAL),CJ

Crt_1/D-A/19/N Gandhi/Gaurav