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

+ **ARB.P. 307/2026**

ABHIYAN CAPITAL (INDIA) PVT LTD

.....Petitioner

Through: **Mr. Priyaranjan Kumar, Advocate**
(M:9971413705)

versus

ANIL & ORS.

.....Respondents

Through: **None.**

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

16.02.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of a sole Arbitrator for adjudication of disputes between the parties arising out of the Loan Agreement dated 31st July, 2024.

2. Learned counsel for the petitioner submits that the respondents had approached the petitioner, requesting for sanction of loan for Rs. 6,41,341/-, towards Secured Business Loan. Based upon the representation and warranties of the respondents, the petitioner had agreed to grant the loan facility to respondents. Thus, the Loan Agreement dated 31st July, 2024 and all necessary documents were executed between the petitioner and the respondents.

3. It is submitted that pursuant to the specific representations and warranties, *inter-alia*, with respect to adherence of the terms of Loan Agreement, the petitioner had sanctioned the loan facility in favour of



respondents for a sum of Rs. 6,41,341/- in terms of the *Loan Account No. HLNSBLKTH0000925*.

4. It is further submitted that the aforesaid loan was repayable in 72 months of Equated Monthly Installments (“EMIs”) of Rs. 17,276/-, due on 10th day of every month, i.e., commencing from 10th October, 2024. Subsequently to the execution of loan documents, the petitioner disbursed the amount of Rs. 6,41,341/- to the respondents.

5. It is submitted that the timely repayment of the loan in EMIs by the respondents was essence of the disbursal of loan amount, however, the respondents have miserably defaulted in making repayment of the aforesaid loan even after repeated reminders.

6. Learned counsel for the petitioner submits that due to the continuous default in repayment of the loan amount by the respondents, the petitioner issued the loan recall/demand notice dated 14th October, 2025, whereby, entire outstanding amount of Rs. 7,59,972/- (Rupees Seven Lakhs Fifty-Nine Thousand Nine Hundred Seventy-Two only) was demanded and the respondents were requested to make the payment within seven (07) days, however, the respondents have failed to make payment to the petitioner.

7. It is submitted that the petitioner *vide* notice dated 23rd November, 2025 invoked the aforesaid Arbitration Clause comprised in the Loan Agreement for resolution of the disputes between the parties. However, respondents failed to reply to the same.

8. It is submitted that the Loan Agreement dated 31st July, 2024, contains an Arbitration Clause, i.e., Clause 33, which stipulates resolution of disputes by way of the arbitration, which is to be held in New Delhi. The said clause is reproduced herein below:



“33. Dispute Resolution

A. Arbitrator:

The parties hereto jointly agree that all disputes, differences and/or claims, including occurrence of an event of default as per clause 16, arising out of this agreement or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in New Delhi in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to a Sole Arbitrator to be appointed by the lender in the event of death, refusal, neglect, inability, or incapability of the person so appointed to act as an Arbitrator, the Lender may appoint a new arbitrator. In the event of the parties failing to appoint a sole arbitrator jointly the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 shall apply for appointment of Arbitrator. The proceedings will be conducted in English language. The award of the Arbitrator shall be final and binding on all parties concerned. The parties hereto agree that the place, seat and venue of such arbitration shall be New Delhi.”

9. Issue notice to the respondents, by all modes.
10. Let reply be filed within a period of four weeks. Rejoinder thereto, if any, be filed within a period of one week, thereafter.
11. Re-notify on 25th March, 2026.

MINI PUSHKARNA, J

FEBRUARY 16, 2026/au