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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)
Email: kanoonirasta@gmail.com

versus

ANIL & ORS.Respondents

Through: None.

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
25.03.2026

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1. None appears for respondents, despite service.
2. No reply has also been filed on behalf of the respondents.
3. Accordingly, this Court proceeds to deal with the matter.
4. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking appointment of a sole Arbitrator for adjudication of disputes between the parties arising out of the Loan Agreement dated 31st July, 2024.
5. As per the facts on record, the petitioner disbursed an amount of Rs. 6,41,341/- to the respondents in pursuance to the Loan Agreement dated 31st July, 2024, which was to be repaid in seventy-two (72) equated monthly installments of Rs. 17,276/- each.
6. Due to the continuous default in repayment of the EMIs under the



Loan Agreement, by the respondents, the petitioner issued a Loan Recall Notice dated 14th October, 2025 whereby, the respondents were requested to pay the entire outstanding amount of Rs. 7,59,972/-. However, the respondents failed to make the payment.

7. Subsequently, the petitioner invoked the arbitration under Clause 33 of the said Loan Agreement *vide* Notice dated 23rd November, 2025 in compliance with Section 21 of the Arbitration Act, which was duly served upon the respondent, as shown in the proof of service placed on record.

8. At this stage, learned counsel for the petitioner brings the attention of this Court to Clause 33 of the Loan Agreement, containing an Arbitration Clause, which reads as under:

“xxx xxx xxx

33. DISPUTE RESOLUTION

A. Arbitration: 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 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.

xxx xxx xxx”

9. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates reference of disputes between the parties to a Sole Arbitrator. Further, the Arbitration Clause shows that the seat and venue of arbitration is at New Delhi.

10. This Court notes that petitioner has an approximate claim of Rs. 8



Lacs.

11. Accordingly, in view of the above, there is no impediment in the appointment of an Arbitrator.

12. Therefore, this Court is satisfied that there are disputes between the parties and there is a valid Arbitration Clause, and accordingly the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

13. Considering, the submissions made before this Court, following directions are issued:

- i. Ms. Kiran Dharam, Advocate, (Mobile No.: +91-9810477646) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- iv. It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
- v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
- vi. The parties shall approach the Arbitrator within two (2) weeks from



today.

14. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.
15. The petition is disposed of in the aforesaid terms.
16. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MARCH 25, 2026
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