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

\+ ARB.P. 301/2026

ABHIYAN CAPITAL (INDIA) PVT LTD .....Petitioner

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

versus

PRITI & ORS. .....Respondents

Through: None.

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **16.02.2026**

1. 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 26th March, 2025.

2. Learned counsel for the petitioner submits that the respondents had approached the petitioner requesting for sanction of loan for Rs.3,66,107/- towards Secured Business Loan. Based upon the representation and warranties of respondents, the petitioner agreed to grant the loan facility to respondents. Thus, the Loan Agreement dated 26th March, 2025 and all necessary documents were executed between the petitioner and respondents.

3. Further in adherence of the terms of the aforesaid Loan Agreement, the petitioner sanctioned a loan facility in favour of respondents for a sum of Rs.3,66,107/-, in terms of the Loan Account No. HLNSBLMTC0003335.

4. It is submitted that the aforesaid loan was repayable in 60 months, with Equated Monthly Installments ("EMI") of Rs.10,961/-, due on the 10th day of every month, i.e., commencing from 05th May, 2025.

5. It is submitted that the timely repayment of the loan in EMIs by the respondents was the essence of the disbursal of the loan amount under the Loan Agreement. However, the respondents have defaulted in making repayment of the aforesaid loan despite repeated reminders.

6. It is submitted that due to the continuous default in repayment of the loan amount by the respondents, the petitioner issued a Loan Recall Notice dated 13th November, 2025, whereby, the entire outstanding amount of Rs.4,53,545/- (Rupees Four Lakh Fifty Three Thousand Five Hundred Forty Five) was demanded and the respondents were requested to make the payment within seven (07) days but the respondents have failed to make the payment.

7. It is submitted that the petitioner thereafter invoked Loan Arbitration Clause, i.e., Clause 33 of the Loan Agreement, by way of Notice dated 23rd November, 2025, issued under Section 21 of the Arbitration Act.

8. It is submitted that the Arbitration Clause of the Agreement contained in Clause 33 stipulates settlement of disputes by way of arbitration, to be held at New Delhi. The said Clause 33 is reproduced herein below:

> "*xxx xxx xxx*
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> *33. Dispute Resolution*
>
> *A. Arbitration*
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> *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. 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. 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