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

+ **ARB.P. 529/2025 & I.A. 7669/2025**

**YOUTHDOSA FOOD SERVICES LLP**

.....Petitioner

Through: Mr. Joel, Mr. Sheeshpal Singh,  
Advocates

versus

**KISETSU SAISON FINANCE INDIA PRIVATE LIMITED**

.....Respondent

Through: Mr. Himanshu Mehra, Advocate  
(M:9711524131)

**CORAM:**

**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**ORDER**

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**23.03.2026**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking appointment of Sole Arbitrator for adjudicating disputes between the parties arising out of the Loan Agreement bearing no. 1545307 dated 24<sup>th</sup> November, 2022.
2. The petitioner entered into a Loan Agreement dated 24<sup>th</sup> November, 2022, and in terms of the said Loan Agreement, an arbitrator was to be appointed by the petitioner from the list containing names and details of the proposed arbitrator, as provided by the respondent through a notice.
3. As per the learned counsel for the petitioner, no notice was ever sent by the petitioner and a sole arbitrator was appointed unilaterally by the respondent.
4. It is submitted that it is only when the petitioner received a notice from the learned Arbitrator as appointed by the respondent unilaterally, that



the petitioner came to know about the initiation of arbitration proceedings.

5. Thus, it is submitted that the petitioner immediately approached this Court by way of the present petition.

6. Attention of this Court has been drawn to the arbitration clause, which reads as under:

“xxx xxx xxx

**21. ARBITRATION**

21.1 Any dispute, difference, controversy or claim (“Dispute”) arising out of or relating in any way to this Agreement/the relationship between the Parties including without limitation any Dispute concerning the construction, validity, interpretation, enforceability or breach of this Agreement, shall be exclusively resolved by binding arbitration upon a Party’s submission of the Dispute to arbitration. The arbitration shall be conducted as per the Indian Arbitration Act, 1996 with seat at Bangalore.

21.2 The arbitration shall be conducted by one (1) arbitrator, the arbitrator shall be appointed as per the process below:

a) The Lender shall provide a notice containing the names and details of the proposed arbitrators and shall provide names of at least three (3) arbitrators (“Notice of Arbitrator”).

b) The proposed arbitrators shall have the requisite knowledge of arbitrating such matters and shall be suggested as per the Indian Arbitration Act, 1996 as amended from time to time.

c) Upon receipt of the Notice of Arbitration, the Borrower shall have the right to select any one of the specified arbitrators from the proposed list.

d) In the event of failure of Borrower to confirm the name of the arbitrator to the Lender within a period of five (5) days from the date of receipt of the Notice of Arbitrator from the Lender, the Lender shall have the right to appoint any one of the arbitrators from the list proposed under the “Notice of Arbitrator” to arbitrate the Dispute.

The appointment of arbitrator as per the above process shall be final and binding between the Parties.

xxx xxx xxx”

7. Perusal of the aforesaid shows that as per the contract, arbitration shall be conducted with the seat at Bangalore/Bengaluru.

8. Learned counsel for the petitioner sought to justify filing of the petition before this Court by referring to Clause 20(e) of the Loan Agreement between the parties.

9. However, after some arguments, learned counsel for the petitioner seeks to withdraw the present petition, with liberty to approach the



Karnataka High Court.

10. Liberty is so granted.

11. Rights and contentions of both the parties are left open, to be raised before the competent Court of jurisdiction.

12. Accordingly, the present petition along with the pending application is dismissed as withdrawn, with liberty as aforesaid.

**MINI PUSHKARNA, J**

**MARCH 23, 2026/au**