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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Date of Decision : 27.07.2026

+ ARB.P. 1936/2025

ABHIYAN CAPITAL INDIA PVT LTDPetitioner
Through: Mr. Niraj Kumar, Mr. Ashish Raj,
Advs.

versus

MR ROHIT & ORS.Respondent
Through: None.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (ORAL)

1. The present petition has been filed by the petitioner under section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter '*A&C Act*') seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties.
2. The disputes between the parties emanate from a Loan Agreement dated 27.02.2024. The background of the matter is that the petitioner sanctioned a loan amount of Rs. 4,87,358/- in favour of the respondents, and the parties executed a 'Sanction Letter' on 24.02.2024. Pursuant thereto, the parties executed a Loan agreement dated 27.02.2024.
3. The arbitration clause in the aforesaid agreement dated 27.02.2024 between the parties is in the following terms:



2026:0



DHC:6257

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.
- B. Nothing contained herein shall be construed as extinguishing, limiting or ousting the rights and remedies of the Lender, if available now or in the future as against the Borrower and/or the Guarantors, if any and/or any other persons, or any of their respective assets, under the SARFAESI Act and/or the IBC, and the Lender shall stand absolutely entitled to exercise such rights/remedies thereunder irrespective of the initiation, pendency, or continuation of any other arbitral or other proceedings.
- C. Notwithstanding anything to the contrary contained hereinabove, the Lender shall be entitled to exercise the rights available against the Borrowers and/or other persons or any/all of their respective Asset(s) under the DRT Act and/or under the IBC or the SARFAESI Act or any other applicable act or legislation, which may become applicable to the Lender in future, along with amendments that would be made to such acts from time to time irrespective of the initiation, pendency or continuation of any arbitral or other proceedings (if permissible in law).
- D. All rights and remedies pursuant to this Agreement are without prejudice to the other and nothing contained in this Agreement shall in any manner compel the Lender to prefer one form of remedy over the other.

4. It is submitted that the loan amount was to be repaid over a period of 60 months, in equated monthly instalments of Rs. 14,305/-, commencing from April, 2024. The respondents, despite repeated reminders, failed to make the payments. Consequently, the petitioner issued a Loan Recall/Demand Notice dated 23.09.2025, for payment of the outstanding dues amounting to Rs. 5,56,198/-. The respondents, however, was remiss in making the payment/s.

5. Thereafter, the petitioner issued a notice invoking arbitration on 24.10.2025. However, the respondents failed to respond to the same.



6. In the above circumstances, the petitioner has approached this Court by way of the present petition, seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties.

7. Learned counsel on behalf of the respondent does not dispute existence of the arbitration agreement and accedes to an independent sole arbitrator being appointed by this Court to adjudicate the disputes between the parties.

8. In terms of the judgment of the Supreme Court in **Perkins Eastman Architects DPC v. HSCC (India) Ltd**, (2020) 20 SCC 760, **TRF Limited v. Energo Engineering Projects Ltd**, (2017) 8 SCC 377, **Bharat Broadband Network Limited v. United Telecoms Limited.**, 2019 SCC OnLine SC 547, **SBI General Insurance Co. Ltd. v. Krish Spinning**, 2024 INSC 532, there is no impediment in appointing an independent sole Arbitrator to adjudicate the disputes between the parties.

9. Accordingly, Mr. Saksham Kukreti, Advocate (Mobile No. + 91 9205528919) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

10. The respondent shall be at liberty to raise preliminary objections as regards arbitrability/jurisdiction, if any, which shall be decided by the Sole Arbitrator in accordance with law.

11. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing requisite disclosure/s as required under Section 12 of the A&C Act.

12. Let arbitration take place under the aegis of and as per the rules of the Delhi International Arbitration Centre (DIAC).

13. All rights and contentions of the parties in relation to the



claims/counter claims are kept open, to be decided by the learned Sole Arbitrator on merits, in accordance with law.

14. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the case.

15. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

JULY 27, 2026/ss