



2026:DHC:8927



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010384142026**+ **ARB.P. 1462/2026****SARVASVA CAPITAL FINANCE PRIVATE LIMITED**

.....Petitioner

Through: Mr. Jeetender Gupta, Mr.
Ashish Mishra, Mr. Bhavnesh
Kashyap, Advs.

versus

KOUSHIK MITRA AND ORS

.....Respondents

Through: Mr. Puneet Choutala, Adv.

CORAM:**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

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06.10.2026

1. It appears that *vakalatnama* filed on behalf of the Respondent is lying under objections.

2. At this stage, learned Counsel for the Respondent submits that defects had already been cured. Accordingly, let the same be taken on record.

3. The present petition is filed under Section 11 of the Arbitration and Conciliation Act of 1996¹ seeking appointment of an Arbitrator for resolution of disputes arising out of Loan Agreement dated 17.03.2021².

4. It is well settled that while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement.

¹ "Act" hereinafter

² "Agreement" hereinafter



2026:DHC:8927



5. It appears from the record that the arbitration agreement is contained in Clause 20 of the General Terms and Conditions, read as a part and parcel with the Agreement. The same is reproduced hereinbelow:

“20. Arbitration and Jurisdiction

20.1. Any and all disputes, claims, differences arising out of or in connection with this Agreement and the Schedule/s attached hereto or the performance of this Agreement shall be settled by arbitration to be referred to a sole arbitrator to be appointed by the Sarvasva and the award thereupon shall be binding upon the Parties to this Agreement. The place of arbitration shall be New Delhi. The proceeding of Arbitration tribunal shall be conducted in English language. Each Party shall bear cost of representing its case before the Arbitrator Costs and charges of Arbitrator to be shared equally unless otherwise provided for in the award.

20.2 The Borrower(s) further agree that all claims, differences and disputes, arising out of or in relation to dealings I transaction made in pursuant to the Facility Agreement including any question of whether such dealings, transactions have been entered into or not. shall be subject to the exclusive jurisdiction of the courts at New Delhi only as the Facility Agreement is executed at New Delhi and the loan amount has been disbursed by the Lender to the Borrower from its bank account at New Delhi. Sarvasva may, however, in their absolute discretion commence a legal action or proceedings arising out of the Facility Agreement in any other court, tribunal or other appropriate forum and Borrower(s) here by consents to the said jurisdiction.”

6. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties.

7. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

8. Accordingly, Mr. Nishi Kant Singh, Advocate, (Mob.



2026:DHC:8927



No.9555976220) is appointed as the learned Sole Arbitrator to adjudicate the disputes arising between the parties. The learned Sole Arbitrator shall enter upon the reference within three weeks from today.

9. The learned Sole Arbitrator will proceed with the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within three weeks of entering reference.

10. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. It shall be open to the parties to raise all pleas, including but not restricted to objections as to arbitrability, jurisdiction and limitation, before the learned Sole Arbitrator who shall decide the same in accordance with law.

12. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes with claims and counter claims independently and on their own merits, uninfluenced by any observations contained in the present order.

13. The Registry is directed to send a receipt of this order to Mr. Nishi Kant Singh, learned Arbitrator through all permissible modes

Signature Not Verified

Signed By: GUNN ARB.P. 1462/2026
Signing Date: 09.10.2026
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Page 3 of 4



2026:DHC:8927



including email.

14. Accordingly, the present petition is disposed of in the above terms. Pending application(s), if any, also stand disposed of.

OM PRAKASH SHUKLA, J

OCTOBER 6, 2026/at

Signature Not Verified

Signed By: GUNN ARB.P. 1462/2026
Signing Date: 09.10.2026
11:52:30

Page 4 of 4