



2026:DHC:7709



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010353082026
+ **ARB.P. 1338/2026**
SANDEEP GAURPetitioner
Through: Mr. Arkish Das, Adv.

versus

MR PANKAJ SARASWATRespondent
Through: Respondent in person

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% **08.09.2026**

1. On the last date of hearing, the Respondent undertook to pay the loan amount by the next date of hearing. The relevant portion of the order dated 05.08.2026 is reproduced hereinbelow:

“6. Mr. Pankaj Saraswat, the Respondent appeared in-person through VC and accepted notice. He submitted that he is willing to pay the entire loan amount by the next date of hearing.”

2. Upon raising a query to the aforesaid effect, the Respondent appearing in-person submitted that he has not paid the loan amount.

3. Accordingly, this Court deems it fit to proceed with appointment of an arbitrator for resolution of disputes arising between the parties herein.

4. It is well settled that while exercising jurisdiction under Section 11 of the Arbitration and Conciliation Act, 1996 the scope of enquiry is confined to examining the *prima facie* existence of a valid arbitration agreement.



5. In the present case, there exists a valid arbitration agreement between the parties, as is evident from Clause 5 of the Loan Agreement dated 03.03.2026, which is as follows:

“5. The present Loan Agreement shall be governed and construed in accordance with the laws of India. Any dispute arising out of or in connection with the Loan Agreement (including without limitation with respect to the existence, validity, performance and interpretation of the Loan Agreement) shall be referred to and finally resolved by arbitration in accordance with Arbitration and Conciliation Act, 1996, before a Sole Arbitrator namely Advocate Mr. Rajesh Anand, having enrolment no.D/1506/2003 office at 10, Uday Park, New Delhi-110049, who is mutually nominated and agreed by the Parties.

The seat and venue of arbitration shall be New Delhi, India only. The courts of competent civil jurisdiction in New Delhi shall have the exclusive jurisdiction to entertain and try any such actions and/or proceedings that may arise from the arbitration proceedings. The arbitration proceedings shall be conducted in English. The arbitral award shall be in English, in writing and shall be final and binding upon the parties. The costs and expenses of the arbitration, including the fees of the Sole Arbitrator shall be borne by the Parties as may be directed under the Arbitration Award.”

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

7. The amount claimed by the Petitioner is Rs. 3,00,000/-.

8. Accordingly, Ms. Mansvini Jain, Advocate, (Mob. No. 8861489844) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.

9. The learned Sole Arbitrator will proceed to the arbitration



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proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within two 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 objection as to arbitrability and jurisdiction, 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 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 Ms. Mansvini Jain learned Arbitrator through all permissible modes including email.

14. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

SEPTEMBER 8, 2026/ss