

(2026) 08 DEL CK 4518
In the Delhi High Court
Case No : ARB.P. 1547/2025

M/s Intec Capital Ltd

APPELLANT

Vs

M/s Jainsons Packers Through Its Partner Sh Ankur Jain &
Ors.

RESPONDENT

Date of Decision : 03-08-2026

Acts Referred:

Arbitration and Conciliation Act, 1996 — Section 11(6), 11, 12(2)

Citation : (2026) 08 DEL CK 4518

Hon'ble Judges : Om Prakash Shukla, J

Bench : Single Bench

Advocate : Mr. Pranav Goyal, Ms. Pooja Chaudhary, Mr. Vishant Singh, Ms. Mreeganka Goyal

Judgement

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes arising out of the Loan Agreement dated 29.02.2016 between the Petitioner and the Respondents.

2. It is made out from the record that service is sufficient as on the last date of hearing Mr. Aryan Kumar Tiwari, proxy counsel for the respondent entered appearance on behalf of the Respondents.

3. This Court notes that the Respondent has repeatedly failed to appear and participate in the proceedings. Considering that the Respondent has chosen to remain absent, this Court finds no impediment to referring the disputes raised herein to arbitration before a Sole Arbitrator.

4. In the present case, there is no dispute regarding the existence of the arbitration clause in the Loan Agreement, which is extracted herein below:

"2. OPERATIVE PROVISIONS

*2.1 Any Dispute arising out of the Loan Agreement, shall be referred to a sole arbitrator, from amongst those listed in **Schedule** hereto, as per/his/her/availability, in the order of*

preference in which, they have been set-out. The Parties consent to such appointment of arbitrator and agree that, upon reference of any Dispute to the arbitrator and acceptance by the sole arbitrator, no separate consent of the Parties will be required for the appointment.

2.2 In the event of the death or resignation of any arbitrator during the course of the proceedings, unless the parties agree otherwise, a replacement arbitrator shall be appointed from amongst the remaining arbitrators setout in section 2.1 above, in the order of preference in which they have been set-out.

2.3 Such arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any amendment or re-enactment thereof.

*2.4. The seat of the sole arbitrator shall be at such place as set out in **Schedule** hereto and the arbitration shall be conducted in English language*

2.5. The arbitrator so appointed herein above, shall also be entitled to pass an award on any other securities furnished by or on behalf of the Borrower/Co-Borrower. The award of the arbitrator shall be binding on the parties and shall be enforceable in any competent court of in India.

2.6 The Costs of the arbitration proceedings shall be determined by the arbitrator and to be borne by the Parties in equal proportion.

2.7 The Arbitrator shall have summary powers to adjudicate the matters. No oral evidence shall be adduced in the arbitration proceedings. The Arbitrator shall decide on the basis of documentary evidence.”

5. 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 agreement².

6. This court is of the *prima facie* view that there exists an arbitration agreement between the party. The claimed amount is stated to be Rs 59,72,3709/- approximately.

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

8. Accordingly, Ms. Nisha Bhambhani, Advocate (Mob. No. 9811042721) 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 three weeks from today.

9. The learned Sole Arbitrator will proceed to 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 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 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 Ms. Nisha Bhambhani, learned Arbitrator through all permissible modes including email.

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

FOOTNOTES

1. "Act" hereinafter

2. **SBI General Insurance Co. Ltd. v. Krish Spinning 2024 SCC OnLine SC 1754**