**Case No.:[[case.id]]**

Date: **[[event.form.Statement of Claim.field.Date of Filing of SOC]]**

**To,**

**The Learned Arbitrator,**

**Appointed in Arbitration Case No. [[case.id]]**

**Through Jupitice ODR Centre**

Ref.: In the matter of Arbitration No.**[[case.id]]**

| **IDFC FIRST Bank Limited** |  | …Claimant |
| --- | --- | --- |
| Versus |  |  |
| **[[event.Case Initiation.form.Case Details.field.RESPONDENT NAME]]** |  | ...Respondent |

Sir,

Pursuant to your directions vide letter dated [[event.Consent and Direction Letter.form.Consent and Direction Letter.filed.Date of Consent and Direction]], please find enclosed the Statement of Claim in the captioned matter, a copy of which has been simultaneously sent to the Respondent through registered post.

**[[event.form.Statement of Claim.field.Name of Authorized Representative]]**

**(AUTHORIZED SIGNATORY)**

**FOR IDFC FIRST BANK LTD.**

**CLAIMANT**

CC: Respondent

Encl As above



**BEFORE THE ARBITRAL TRIBUNAL,**

**[[event.Arbitrator.form.Appointment of Arbitrator.field.Name of Appointed Arbitrator]]**

ARBITRATION PROCEEDINGS NO. **[[case.id]]**

| **IDFC FIRST BANK LIMITED** |  | …Claimant |
| --- | --- | --- |
| Versus |  |  |
| **[[event.Case Initiation.form.Case Details.field.RESPONDENT NAME]]** |  | ...Respondent |

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| 1. | Statement of Claim |
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| 3. | **Annexures:** |
| * Application Form/Agreement * KYC: PAN Card/Aadhar Card * Legal notice of termination of loan agreement (Loan Recall Notice) * Statement of Account and Foreclosure Statement * Addendum/ Intimation Letter * Letter of Authority/Power of Attorney |

**[[event.form.Statement of Claim.field.Name of Authorized Representative]]**

**(AUTHORIZED SIGNATORY)**

**FOR IDFC FIRST BANK LTD.**

**CLAIMANT**

**BEFORE THE ARBITRAL TRIBUNAL,**

**[[event.Appointment of Arbitrator.form.Appointment of Arbitrator.field.Name of Appointed Arbitrator]]**

**ARBITRATION PROCEEDINGS NO. [[case.id]]**

| **IDFC FIRST BANK LIMITED,**  having its Registered Office at KRM Tower,  7th Floor, No. 1, Harrington Road,  Chetpet, Chennai-600031, Tamil Nadu **Branch Address** | …Claimant |
| --- | --- |
| **VERSUS** |  |
| **[[event.Case Initiation.form.Case Details.field.RESPONDENT NAME]]**  Address- [[event.Case Initiation.form.Case Details.field.RESPONDENT ADDRESS]]  [[event.Case Initiation.form.Case Details.field.LANDMARK]] [[event.Case Initiation.form.Case Details.field.CITY]] [[event.Case Initiation.form.Case Details.field.STATE]] Pin code - [[event.Case Initiation.form.Case Details.field.ZIP CODE]]  **[[event.Case Initiation.form.Case Details.field.Mobile No]]**  **[[event.Case Initiation.form.Case Details.field.Email ID]]** | …Respondent |

**CLAIM PETITION ON BEHALF OF THE CLAIMANT UNDER SECTION 23 OF THE ARBITRATION AND CONCILIATION ACT, 1996 HEREINABOVE:**

**THE CLAIMANT RESPECTFULLY SUBMITS AS UNDER:**

1. That Claimant, IDFC FIRST BANK LIMITED, is a banking company registered under the Companies Act and is also a banking company within the meaning of the Banking Regulation Act, 1949. The Claimant is engaged in the business of banking and rendering various services to its customers in consonance with the provisions of the Banking Regulation Act, as well as Reserve Bank of India (“**RBI**”) guidelines, and having its Registered Office, as mentioned in the cause title. The Respondent is an individual residing at the address as mentioned hereinabove.
2. At the time of applying for the Loan Facility, the Respondent submitted a duly filled Loan Application Form to the Claimant, representing and assuring that the repayment against the use of the said facility shall be made without any default adhering to mutually agreed terms and conditions. A copy of the Application Form/Agreement is annexed herewith.
3. That relying upon the Respondent’s representations and the documents submitted, the Claimant had accepted the Respondent’s request for the said loan facility and accordingly, the loan was sanctioned on **[[event.Case Initiation.form.Case Details.field.SANCTION DATE]]** and disbursed to the Respondent. Pursuant to the execution of the **Loan Agreement No. [[event.Case Initiation.form.Case Details.field.Agreement ID]]**, the Claimant disbursed a loan amount of **Rs. [[event.Case Initiation.form.Case Details.field.DISBURSED AMOUNT]]/-** to the Respondent under theproduct type **[[event.Case Initiation.form.Case Details.field.PRODUCT]]** and wherein the Respondent agreed to repay the said amount in [**[event.Case Initiation.form.Case Details.field.TENURE MONTH]]** monthly installments of **Rs. [[event.Case Initiation.form.Case Details.field.EMI AMOUNT]]**/- each.
4. At the time of grant of the loan facility, the terms and conditions of the Loan Agreement were extensively explained to the Respondent. The terms and conditions of the Loan Agreement were accepted by the Respondent by signing the said Agreement. In line with prevailing industry standards respondent furnished his/her KYC: PAN Card/Aadhar Card, and a Loan Agreement setting out the terms and conditions of the loan facility was duly issued to the Respondent. A copy of KYC is annexed herewith**.**
5. As per terms stipulated in the Agreement, the Respondent had not only agreed to pay the Installment on time but is under contractual obligation to pay the amounts that are due against the Agreement and all other payments becoming due and payable on the respective due dates to the Claimant. Further, in the event the complete outstanding dues as per monthly EMIs are unpaid, the Respondent had agreed to and is also liable to pay to the Claimant interests and other charges computed on a monthly basis on such unpaid amount.
6. As per the Arbitration Clause in the Loan Agreement/MITC of the Agreement, on the occurrence of any one or more events of default specified in the Agreement, the Claimant reserves the right to terminate the Agreement and also, at its sole discretion, withdraw the Loan facility granted to the Respondent. The said clause further provides that the Claimant shall also have the right to recover the arrears of payments from the Respondent that are due and unpaid up to the termination and such other future amounts for the unexpired period, till the continuation of the Agreement. In addition, thereof, the Claimant shall also have the right to initiate legal action as available under applicable laws, notwithstanding any other rights that the Claimant shall have under the Agreement.
7. The Claimant states that the Respondent had failed to pay the loan EMIs on its due dates. Despite various requests and reminders from the Claimant, the Respondent failed and/or neglected to pay the amounts legitimately due and payable to the Claimant in accordance with the terms of the Agreement.
8. The Claimant vide its notice dated **[[event.Loan Recall Notice.form.Loan Accounts Details.field.Date of Issue of Loan Recall Notice]]** addressed to the Respondent, had called upon the Respondent to pay an aggregate sum of **Rs. [[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]]/-** comprising of aggregate overdue, other charges & delayed payment charges forthwith, together with all further interest till payment and/or realization. It was further notified in the said notice that on termination of the Agreement, in case of failure to comply with the requisitions contained in the said notice,Arbitration Clause in the Loan Agreement/MITC of the Agreement would stand invoked, and the dispute between the parties would stand referred to arbitration as per the terms and conditions of the Agreement. Despite receipt of the said notice, the Respondent failed and/or neglected to comply with the requisitions contained in the said notice. A copy of the Legal notice of termination of loan agreement (Loan Recall Notice) dated **[[event.Loan Recall Notice.form.Loan Accounts Details.field.Date of Issue of Loan Recall Notice]]** is annexed herewith**.**
9. The Respondent had failed to comply with the Legal Demand notice and further failed to nominate an Arbitrator. Much less, despite the arbitration notice being issued at the last known address of the Respondent, no response to the same has been received by the Claimant from the Respondent till date. Vide instant proceedings, the Claimant seeks to recover the total outstanding amount of **Rs. [[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]]/-** together with contractually agreed interest under the Agreement, along with other payments/bills as due and payable by the Respondent to the Claimant as on **[[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Date]]**. A copy of the Statement of Account and Foreclosure Statement is annexed herewith.
10. The Claimant states that as the Respondent failed and neglected to comply with the demand raised in the Loan Recall Notice and Addendum notice, the dispute was accordingly, referred for arbitration vide letter dated **[[event.Intimation Notice.form.Intimation.field.Date]].** A copy of the Addendum letter dated **[[event.Intimation Notice.form.Intimation.field.Date]] and Loan Recall Notice dated [[event.Loan Recall Notice.form.Loan Accounts Details.field.Date of Issue of Loan Recall Notice]]** is annexed herewith**.**
11. The Claimant submits that the Claimant is entitled to a contractual rate of interest or at such other rate as this Hon’ble Tribunal may deem fit and proper under the Agreement on the said amount of **Rs. [[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]]/-** w.e.f. **[[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Date]]** till the date of payment and/or realization thereof.
12. That the Claimant’s claim is filed within the period of limitation and the cause of action to institute the claim is subsisting.
13. The Claimant shall rely upon the documents, a list whereof is annexed hereto.
14. **[[event.form.Statement of Claim.field.Name of Authorized Representative]]**  is the Authorized Signatory of the Claimant, who is conversant with the facts of the case and duly authorized vide Letter of Authority/Power of Attorney dated **[[event.form.Statement of Claim.field.POA Date]]**, to depose, sign, institute, etc. the instant proceedings on behalf of the Claimant. A copy of the said Letter of Authority/Power of Attorney dated **[[event.form.Statement of Claim.field.POA Date]]** is annexed herewith.
15. The Claimant reserves the right to alter, amend, or modify the claims as well as to file additional grounds at any point of time, during the pendency of the dispute before the Ld. Arbitrator.

### **PRAYER**

### The Claimant, therefore, prays that -

1. The Respondent be ordered and directed to pay a sum of **Rs. [[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]]/-** due as on **[[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Date]].**
2. The Respondent be ordered and directed to pay the Claimant interest at the contractually agreed rate as per the Agreement **@ [[event.Case Initiation.form.Case Details.field.ROI]]% p.a.** on the outstanding amount of **Rs.** [[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]]**/-** w.e.f. **[[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Date]]** till the date of payment and/or realization thereof.
3. That pending the hearing and final disposal of the present dispute, the Respondent be directed to deposit the claim amount **Rs. [[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]]** with the Claimant and/or any suitable and sufficient security as may be deemed fit and proper by the Ld. Arbitrator;
4. The Claimant shall be a liberty to find out any other bank account of the respondent, and if the same is found, the restriction on the transaction, as aforesaid, shall be operated on that bank account also to the extent of the amount Rs.[[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]], claim by the Claimant.
5. The Respondent may be directed to pay the cost of the Arbitration Proceedings, including the fees of the **Ld.** Arbitrator;
6. Any other relief/s, as may be deemed fit by the Arbitral Tribunal, under the circumstances of the case, is also passed in the interest of justice.

Date: **[[event.form.Statement of Claim.field.Date of Filing of SOC]]**

**FOR IDFC FIRST BANK LTD.**

**[[event.form.Statement of Claim.field.Name of Authorized Representative]]**

**(AUTHORIZED SIGNATORY)**

**CLAIMANT**

**VERIFICATION**

I, **[[event.form.Statement of Claim.field.Name of Authorized Representative]]**, being the **Authorized Representative,** verify and state that whatever is stated in the foregoing paragraphs is true and correct to my knowledge, and I believe the same to be true.

Date:**[[event.form.Statement of Claim.field.Date of Filing of SOC]]**

**FOR IDFC FIRST BANK LTD.**

**[[event.form.Statement of Claim.field.Name of Authorized Representative]]**

**(AUTHORIZED SIGNATORY)**

**CLAIMANT**

**BEFORE THE ARBITRAL TRIBUNAL,**

**[[event.Appointment of Arbitrator.form.Appointment of Arbitrator.field.Name of Appointed Arbitrator]]**

**ARBITRATION PROCEEDINGS NO. #D/[[case.id]]/2025**

| **IDFC FIRST BANK LIMITED** |  | …Claimant |
| --- | --- | --- |
| V/s |  |  |
| **[[event.Case Initiation.form.Case Details.field.RESPONDENT NAME]]** |  | ...Respondent |

**LIST OF DOCUMENTS RELIED UPON BY THE CLAIMANT**

1. Application Form/Agreement;
2. KYC: PAN Card/Aadhar Card;
3. Legal notice of termination of the loan agreement (Loan Recall Notice);
4. Statement of Account and Foreclosure Statement;
5. Addendum/Intimation Letter ;
6. Letter of Authority/Power of Attorney;
7. And such other and further documents/correspondence with the leave of this Arbitral Tribunal.

**FOR IDFC FIRST BANK LTD.**

**[[event.form.Statement of Claim.field.Name of Authorized Representative]]**

**(AUTHORIZED SIGNATORY)**

**CLAIMANT**

**BEFORE THE ARBITRAL TRIBUNAL,**

**[[event.Appointment of Arbitrator.form.Appointment of Arbitrator.field.Name of Appointed Arbitrator]]**

**ARBITRATION PROCEEDINGS NO. #D/[[case.id]]/2025**

| **IDFC FIRST BANK LIMITED** |  | …Claimant |
| --- | --- | --- |
| V/s |  |  |
| **[[event.Case Initiation.form.Case Details.field.RESPONDENT NAME]]** |  | ...Respondent |

**ADDRESS VERIFICATION DECLARATION**

**I, [[event.form.Statement of Claim.field.Name of Authorized Representative]]**, Authorized Representative of the Claimant above named having its Registered Office **at IDFC FIRST BANK LIMITED, KRM Tower, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai-600031, Tamil Nadu** do hereby declare that the Claimant had filed this claim petition against the Respondent for recovery of the outstanding amount as claimed in the Statement of Claims. The addresses of the Respondent in the Statement of Claims are given as per the record available in the office of the Claimant, and the said addresses of the Respondent are recorded as per information provided and documents submitted by the Respondent at the time of the Loan application. Hence, this declaration for verification of the address of the Respondent is filed.

Date: **[[event.form.Statement of Claim.field.Date of Filing of SOC]]**

**FOR IDFC FIRST BANK LTD.**

**[[event.form.Statement of Claim.field.Name of Authorized Representative]]**

**(AUTHORIZED SIGNATORY)**

**CLAIMANT**