



2026:DHC:7033



\$~7

* IN THE HIGH COURT OF DELHI AT NEW DELHI

%

Date of Decision: 14.08.2026

CNR No. DLHC010148952026

+ ARB.P. 643/2026

TATA CAPITAL LTD

.....Petitioner

Through: Mr. Sunil Sehrawat, Adv. (through
v/c)

versus

PUNEET GUPTA

.....Respondent

Through:

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The present petition has been filed under section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter 'A&C Act') seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. The disputes between the parties have arisen in context of a Loan Agreement dated 29.06.2025 under which the respondent borrowed a sum of Rs. 10,12,197/- from the petitioner.
3. The Arbitration Clause in the aforesaid agreement is in the following terms:

9. Arbitration

If any dispute, difference or claim arises between any of the Obligor and the Lender in connection with the Facility or as to the interpretation, validity, implementation or effect of the Facility Documents or as to the rights and liabilities of the parties under the Facility Documents or alleged breach of the Facility



2026:DHC:7033



Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration by a sole arbitrator to be appointed by any of the following institutions:

- (a) The Council for National and International Commercial Arbitration having its office at Unit No.208, 2nd Floor, Beta Wing, Raheja Towers, Nos.113-134, Anna Salai, Chennai – 600002
- (b) Centre for Online Resolution of Disputes having its office at F-14, 3rd Cross, Manyata Residency, Manyata Tech Park, Bengaluru – 560045
- (c) The Centre for Alternative Dispute Resolution Excellence having its office at 107C, Mulberry Woods, Janatha Colony, Carmelaram Station Road, Doddakanneli, Bengaluru -560035.
- (d) ADR E-Sarvatra Private Limited having its office at 63, Palace Road, Vasanth Nagar, Bengaluru-560052;
- (e) Madras Alternate Dispute Resolution Centre (MADRC), having its office at C-40, 2nd Floor, 2nd Avenue, Anna Nagar West, Chennai-600040;
- (f) Lex Carta Private Limited (Just Act), having its office at T4, 7th Street, Dr VSI Estate Phase 2, Thiruvanniyur, Chennai, Tamil Nadu – 600 041.
- (g) The Madras Chamber of Commerce & Industry (MCCI), having its office at “Karumuttu Center”, 1st Floor, 634, Anna Salai, Chennai 600 035.
- (h) Any arbitral institution designated under the provisions of the Arbitration or Conciliation Act, 1996 (“the Act”) or any panel of arbitrators maintained under the provisions of that Act;

hereinafter referred to as (“Institution”) in accordance with the rules of the Institution as prevailing and as amended from time to time.

The arbitration proceedings shall be based on documents only which shall be conducted through exchange of e-mail and/or any other mode of electronic communication as permitted by the rules of the Institution or through an online dispute resolution by the web portal offered by the Institution. The parties hereby agree that the arbitral proceeding shall be conducted in electronic mode and all pleadings and documents will be exchanged electronically. There shall be no in-person and/or oral hearings except in certain exceptional circumstances as the sole arbitrator may deem fit upon the request of either of the parties. In such instances, the hearings shall be conducted virtually at the sole discretion of the arbitrator. The seat of arbitration for all purposes shall be deemed to be such place as mentioned in Annexure I of the Agreement. The language of arbitral proceedings shall be English.

In the event the arbitrator to whom the matter is originally referred, resigns or dies or is unable to act for any reason, the Institution shall appoint another person in his/her place to act as arbitrator who shall proceed with the reference from the stage at which it was left by his/her predecessor.

The arbitrator so appointed shall have the power to pass an award and also to pass interim orders/directions as may be appropriate to protect the interest of the parties pending resolution of the dispute. A certified copy of the award passed by the arbitrator, a digitally signed copy of the same or a scan copy of the same shall be sent to the parties through e-mail or any other electronic mode including the web portal as the Institution deems fit which shall be considered as a signed copy.

All notices, processes and communications between the parties with respect to the arbitration proceedings shall be through e-mail or any other mode of communication permitted by the Institution notwithstanding the notice clause contained in the Agreement which shall continue to apply to all other communications between the parties.

It shall be the responsibility of the Lender and Obligor(s) to maintain sufficient space in the e-mail account and/or in any other mode of electronic account(s) and also to have supporting



2026:DHC:7033



applications/software in their computer/mobile/any other electronic device to access the electronic documents sent to them. It shall also be the responsibility of the Lender and Obligor(s) to save the emails in the address book. The delivery of emails to spam, promotion, etc., shall also be a deemed delivery.

The courts at such place as mentioned in Annexure 1 of the Agreement shall have exclusive jurisdiction in respect of matters arising hereunder including any petition for appointment of an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996 / application for setting aside the award/appeal and the Lender/ Obligor(s) shall not object to such jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modifications or re-enactment thereof for the time being in force. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Borrower.

4. On 18.01.2026, consequent to the respondent's failure to abide by the terms of the aforesaid loan agreement, the petitioner issued a Loan Recall Notice. The same was not replied to by the respondent.
5. Thereafter, on 11.02.2026, the petitioner issued a notice invoking arbitration. However, the same elicited no response.
6. None has appeared for the respondent despite due service.
7. The existence of the arbitration agreement is evident from a perusal of the aforesaid loan agreement.
8. Learned counsel for the petitioner submits that the said arbitration clause is to be read with serial nos. 8 and 9 of Annexure-1 appended to the loan agreement, which specify Delhi as the place of arbitration and confer jurisdiction upon the courts at Delhi. The same is as under:

8) Place of Arbitration (Tick Whichever is applicable)	Delhi: ☒ Kolkata: ☐ Chennai: ☐ Kochi: ☐
9) Jurisdiction (Tick Whichever is applicable)	Delhi: ☒ Kolkata: ☐ Chennai: ☐ Kochi: ☐

9. 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**



2026:DHC:7033



Network Limited v. United Telecoms Limited., 2019 SCC OnLine SC 547, ***SBI General Insurance Co. Ltd. v. Krish Spinning***, 2024 INSC 532, and ***Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In re***, 2023 SCC OnLine SC 1666, there is no impediment in constituting an arbitral tribunal to adjudicate the disputes between the parties.

10. Accordingly, Mr. Satatya Anand, Advocate (Mobile No. + 91 9454207440) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

11. 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.

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

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

14. 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.

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

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

AUGUST 14, 2026/ss

SACHIN DATTA, J