



2026:DHC:7099



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010198462026**+ **ARB.P. 826/2026****TATA CAPITAL LIMITED**

.....Petitioner

Through: Mr. Savyasachi K Sahai, Ms.
Madhumita Bagchi and Mr.
Rishabh Bhardwaj, Advs.

versus

M/S GODWIN STEEL INDUSTRIES & ANR. Respondents

Through: None.

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

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21.08.2026

1. On the last date of hearing, notice was issued to the Respondents and the Respondents were asked to file reply to the present petition. However, the same has not been filed. On a perusal of the affidavit of service filed on 19.08.2026, it appears that the notice has been duly served upon the Respondents.

2. Despite the opportunity so granted, none appears on behalf of the Respondents. Respondents have also failed to file any reply to the present petition.

3. In view thereof and considering that the Respondents have chosen not to participate in the present proceedings, despite sufficient service, this Court finds no impediment in proceeding to consider the appointment of a Sole Arbitrator.



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4. The tracking details placed on record establishes that the Respondent No.1 has been duly served at one of the addresses. The proof of service as reflected from the tracking details is annexed to the petition.

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DOCUMENT -5

Department of Posts
Government of India
Ministry of Communications

Generated through Indiapost website on: 19/08/2026, 8:30:44 am

Consignment/MO Tracking Report

Consignment/MO Number: SU002562919IN

Article Number: SU002562919IN	Article Type: SP_INLAND_PARCEL	Tariff: ₹ 118
Booked At: Delhi High Court Extension Counter SO	Booked On: 04/07/2026, 12:17:46	Destination: AP Basti SO
Origin Pincode: 110003	Delivered On: 07/07/2026, 19:06:00	Destination Pincode: 141003

Event	Date	Time	Office	Remarks
Item Booked	04/07/2026	12:17:46	Delhi High Court Extension Counter SO	-
Item bagged	04/07/2026	14:59:42	Delhi High Court Extension Counter SO	-
Item Dispatched	04/07/2026	15:02:48	Delhi High Court Extension Counter SO	-
Bag Received	04/07/2026	21:03:03	Integrated Parcel Hub AMPC	-
Item Received	04/07/2026	22:49:11	Integrated Parcel Hub AMPC	-
Item bagged	05/07/2026	09:55:13	Integrated Parcel Hub AMPC	-
Item Dispatched	05/07/2026	08:56:09	Integrated Parcel Hub AMPC	-
Bag Received for Forwarding	05/07/2026	11:27:32	Delhi Rs TMO	-
Item Dispatched	05/07/2026	12:27:21	Delhi Rs TMO	-
Bag Received	06/07/2026	13:42:04	Ludhiana TMO	-
Item Received	06/07/2026	13:48:40	Ludhiana PH	-
Item bagged	06/07/2026	15:12:54	Ludhiana PH	-
Item Dispatched	06/07/2026	16:20:44	Ludhiana PH	-

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Event	Date	Time	Office	Remarks
Bag Received for Forwarding	06/07/2026	20:45:18	Ludhiana TMO	-
Item Dispatched	06/07/2026	21:58:50	Ludhiana TMO	-
Bag Received	07/07/2026	08:12:05	Nodal Delivery Centre Ludhiana	-
Item received at Destination	07/07/2026	08:18:10	Nodal Delivery Centre Ludhiana	-
Taken out for delivery	07/07/2026	09:24:14	Nodal Delivery Centre Ludhiana	-
Item Delivered(Addressee)	07/07/2026	19:06:00	Nodal Delivery Centre Ludhiana	Delivered

5. Respondent No.2 is the personal guarantor of Respondent No.1 and shares the same address and telephone number as Respondent No.1. Accordingly, Respondent No.2 also stands duly served. The proof of service through WhatsApp as reflected in the affidavit of service, is annexed herewith.

Signature Not Verified

Signed By: PRAAGYA ARB.P. 826/2026
ARORA
Signing Date: 24.08.2026
19:46:07

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DOCUMENT-2

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6. The Channel Finance Agreement contains an arbitration Clause under Clause 17, which is reproduced hereinbelow:

"17. Arbitration

Signature Not Verified

Signed By: PRAGYA ARB.P. 826/2026
ARORA
Signing Date: 24.08.2026
19:46:07

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If any dispute, difference or claim arises between any of the Obligors 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 T &Cs or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be referred to arbitration by a sole arbitrator. The Party invoking the arbitration shall address a notice to the other Party suggesting name/s of the arbitrator/s and thereupon the Parties shall mutually agree on a sole arbitrator within a period of 10 days. The parties may also mutually agree upon the name of an arbitration institution to appoint the sole arbitrator. If the Parties fail to mutually agree as aforesaid, then the arbitrator shall be appointed by the competent court having jurisdiction as mentioned In Serial No. 17 of Annexure 1 hereto of the Agreement. The seat of arbitration shall be the place agreed in Serial No. 17 of Annexure 1 hereto of the Agreement. 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 arbitration proceeding shall be conducted in English language. The award of the arbitrator shall be final and binding on all Parties concerned. The cost of arbitration including any stamp duty on award/s shall be borne by the Obligors.”

7. 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 agreement¹.

8. In the present case, this Court is of the view that a valid and binding agreement exists between the parties.

9. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator to adjudicate the disputes between the parties.

10. Accordingly, Mr. Vinayak Mishra, Advocate, (Mob. No.



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9205619949) 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.

11. 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 two weeks of entering reference.

12. 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.

13. 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.

14. 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.

15. The Registry is directed to send a receipt of this order to Mr. Vinayak Mishra, learned Arbitrator through all permissible modes including email.



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

OM PRAKASH SHUKLA, J

AUGUST 21, 2026/gunn

Signature Not Verified

Signed By: PRAAGYA ARB.P. 826/2026
ARORA
Signing Date: 24.08.2026
19:46:07

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