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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 867/2024**

TATA CAPITAL LIMITED

.....Petitioner

Through: Ms. Ekta Bhasin, Mr. Sanidhya
Sonthalia, Advs.

versus

M/S BHARAT TRADING

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

04.09.2024

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1. This is a petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The facts are that respondent No. 1 is the proprietorship concern of respondent No. 2 i.e. Mrs. Jaswinder Kaur and had approached the petitioner seeking financial assistance.
3. In this regard, the petitioner vide sanction letter dated 12.08.2020 sanctioned a Term loan facility under Guarantee Emergency Credit Line ("GECL") for an amount of Rs. 1,15,00,000/-.
4. In terms of the sanction letter dated 12.08.2020, an Agreement for term Loan was executed between the parties on 17.08.2020. Since the respondent defaulted in making repayment of the loan amount, the petitioner on 29.04.2024 issued a loan recall notice as well as invoked arbitration under Clause 12 of the Agreement for term Loan. Clause 12 of the



Agreement for term loan reads as under:

“12. Arbitration 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 Facility Documents or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration to be held at the place as mentioned at Serial No. 18 of Annexure 1 hereto, in accordance with the Arbitration and Conciliation Act , 1996, or any statutory amendments thereto and shall be referred to a sole arbitrator to be appointed by the Lender. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the Obligors.”

5. Notice in the present petition was issued on 01.07.2024 and as per the service resport, the respondent stands served.
6. Despite service, there is nobody appearing on behalf of the respondent.
7. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Mr. Aman Bhalla, Adv. (Mob. No. 8826971251) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the ‘DIAC’). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
 - iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.



- iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- v) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

SEPTEMBER 4, 2024/DM

Click here to check corrigendum, if any