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

+ **ARB.P. 1043/2024**

TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Savyasachi Sahai, Mr.
Vishwajeet Singh Shekhawat,
Mr.Aman Singhania, Advocates

versus

LAXMI SALES INDIA PRIVATE LIMITED & ORS.

.....Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

13.11.2024

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1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('A&C Act') has been filed by the Petitioner seeking appointment of an independent sole arbitrator to adjudicate the disputes between the parties.

2. It is stated that the Petitioner herein entered into a Loan cum Guarantee Agreement dated 11.03.2023 with the Respondent herein. It is stated that disputes have arisen between the parties regarding non-payment of money. It is stated that the Petitioner herein sent a notice to the Respondent herein on 11.06.2024 recalling the loan agreement and invoking Clause 23 of the Loan cum Guarantee Agreement which provides for arbitration for adjudication of the disputes between the parties.

3. Clause 23 of the Loan cum Guarantee Agreement reads as under:



“23.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 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 settled by arbitration to be held in the place as mentioned in the Facility Documents 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 a~ all parties concerned. The arbitration proceedings shall be in English language. Cost .of arbitration shall be borne by the Dealer.”

4. It is stated that the Petitioner herein sent a notice dated 11.06.2024 to the Respondent invoking the Arbitration Clause. Since no reply has been given by the Respondent to the letter of the Petitioner, the Petitioner has approached this Court by filing the present Petition.

5. Notice in the present Petition was issued on 19.07.2024. Despite service, today there is no appearance on behalf of the Respondent.

6. In view of the fact that disputes have arisen between the Parties and there is an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the Parties.

7. Accordingly, Mr. Sujit Kumar Singh, Adv. (Mob. No. 9810258079) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.



8. The learned arbitrator shall be entitled to fees as per the Schedule of Fees mentioned under the A&C Act.
9. The learned arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a week of entering on reference.
10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.
12. The present petition stands disposed of in the above terms.

SUBRAMONIUM PRASAD, J

NOVEMBER 13, 2024

Rahul