

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. ARBITRATION APPLICATION NO. 187 OF 2024**

Tata Capital Housing Finance Limited .. Applicant

Versus

Pradeep Kumar Tyagi .. Respondent

**WITH
IN PERSON APPLICATION (L) NO.31117 OF 2024
IN
COMM. ARBITRATION APPLICATION NO.187 OF 2024**

Pradeep Kumar Tyagi .. Applicant

Versus

Tata Capital Housing Finance Limited .. Respondent

Adv. Sarosh Bharucha a/w Ms. Nelly Mehta i/b NMA Legal, for
the Applicant.

Adv. Harjot Singh Alang, for respondent.

CORAM: BHARATI DANGRE, J.

DATED : 7th NOVEMBER 2025

P.C:-

1. In the application filed under Section 11, pursuant to the invocation of arbitration by notice dated 12/03/2024, the learned counsel for the respondent – borrower opposed to the arbitration to be held in Mumbai, by relying upon the relevant clause in the Loan Agreement, which, according to him, indicated that the

jurisdiction shall be Dehradun.

2. I have perused the relevant Clause, i.e., 13.1 read with the Schedule, and find a clear indication, that any dispute arising between the parties, if not resolved through negotiation /conciliation, the same shall be settled by arbitration to be held in Mumbai in accordance with the Arbitration and Conciliation Act, 1996. The said clause cannot be made subject to clause 14(a) as there exists no clause as 12.18.

In any case, it is the submission of the learned counsel for the applicant, Mr. Bharucha, that the Schedule 1 cannot override a specific indication in Clause 13.1. He would like to place reliance upon such an authoritative pronouncement in support of his submission.

3. Since, it is informed that Section 9 Petition, i.e., CARBP No. 543 of 2024, is not listed along with the application filed under Section 11, I deem it appropriate to list both the proceedings together on 14/11/2025.

To be listed high on board.

(SMT. BHARATI DANGRE, J.)