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

+ **ARB.P. 128/2025**

TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Nachiketa Suri, Mr. Raj Kumar
and Mr. Niteen Sinha, Advocates

versus

NATURAL FOOD AGENCY & ORS.

.....Respondents

Through: Mr. Dharmendra Gupta, Advocate

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **02.05.2025**

1. This petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ['Act of 1996'] has been filed by the Petitioner seeking appointment of an Arbitrator for adjudicating the disputes that have arisen between the parties out of the loan agreement dated 12.06.2018 executed between the parties.
2. The Arbitration Agreement is set out at Clause 19 of the loan agreement dated 12.06.2018 which reads as under: -

“19. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

19.1. If any dispute, difference or claim arises between the Obligors and the Lender in connection with the Facility or the security 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 In Mumbai/Delhi/Kolkata/Chennai as may be decided by the Lender 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.

19.2. The Facility Documents shall be governed by the laws of India.



19.3. The Borrower agrees that subject to the provisions of Clause 19.1 above, the courts of Mumbai or the courts at the venue of arbitration decided by the Lender in accordance with Clause 19.1 above alone shall have the exclusive jurisdiction to entertain and try all matters arising from and out of the Facility Documents.”
(Emphasis Supplied)

3. Since there were disputes between the parties, the Petitioner invoked the Arbitration Agreement dated 07.08.2024. However, there was no response from the Respondent.

4. In these circumstances, the Petitioner was constrained to file the present petition. The notice in the present petition was issued on 20.01.2025 and Respondent has duly entered appearance.

5. Learned counsel for the Respondent states that there is no dispute on the existence of the Arbitration Agreement or the fact that there are amounts due and payable to the Petitioner; he states that however, the Respondent is making an honest endeavor to settle the matter and repay these amounts. He states however, that the Respondent has been unable to raise finances to make these payments.

6. Learned counsel for the Petitioner states that as on date, an amount of Rs. 25 lakhs is due and payable to the Petitioner.

7. This Court has heard the submissions of the parties and in view of the fact that the existence of the Arbitration Agreement is admitted and the said clause has been duly invoked by the Petitioner, this Court appoints **Ms. Sanam Tripathi, Advocate** [Mob. No. 9818352060, e-mail id – sanamtripathi.02@gmail.com] as the sole arbitrator for adjudicating the disputes that have arisen between the parties.

8. The disputes between the parties under the said agreement are referred



to the sole arbitrator, with the following directions: -

- a) The arbitral proceedings will be held under the aegis of the DIAC.
The arbitral proceedings will be governed by the rules of DIAC.
- b) The remuneration of the Sole Arbitrator shall be in terms of Schedule IV of the Act of 1996, as amended by the Rules of DIAC.
- c) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference and in the event, there is any impediment to the appointment of on that count, the parties are given liberty to file an appropriate application in this Court.
- d) The parties will appear for a preliminary hearing before the learned sole Arbitrator at DIAC on **18.07.2025 at 10:30 A.M.**

9. Learned counsel for the Petitioner states that the statement of claim will be duly filed within eight (8) weeks.

10. It is clarified that all rights and contentions of the parties, including on maintainability/arbitrability of the claims and on merits, are left open for adjudication by the learned Arbitrator and nothing said in this order is an expression on the merits of the case.

11. Since, the parties have been put to notice of the next date of hearing before DIAC, no fresh notice be issued to the parties.

12. In the meantime, however, the Respondent will be at liberty to approach the Petitioner for an amicable settlement in accordance with law. The learned sole arbitrator is also requested to consider the Respondent's request for mediation, if found practicable.

13. With the aforesaid directions, the petition stands disposed of.



14. The registry is directed to send a copy of this order to Secretary, DIAC for information and compliance and the learned Sole Arbitrator.

15. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MAY 2, 2025/msh/MG

MANMEET PRITAM SINGH ARORA, J

[Click here to check corrigendum, if any](#)