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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 101/2024**
TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Nachiketa Suri, Mr. Raj Kumar
and Ms. Paraamba Singh Rathore, Advs.

versus

CHANI MUKARJI

.....Respondent

Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

29.07.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of a Loan Agreement dated 29.04.2018 bearing no. TCFPL0365000010060680.
2. The brief facts of the case are that the petitioner advanced a loan of Rs. 15 Lakhs to the respondent under the above mentioned Loan Agreement vide sanction letter dated 29.04.2018. The said Loan was to be repaid in 60 EMIs each of Rs. 34,515/-.
3. However, the respondent failed to adhere to the payment of EMIs to the petitioner and a sum of Rs. 26,55,0001/- was due and payable by the respondent for which legal notice dated 06.11.2023 invoking Arbitration was sent by the petitioner.
4. The Loan Agreement contains the arbitration clause being clause 19.1 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.”

5. On 08.10.2024, the respondent was permitted to be served with a newspaper having circulation in Bareilly and Jaipur. The respondent has been served and the newspapers have been handed over in Court today which are taken on record.
6. Despite service, there is nobody appearing on behalf of the respondent.
7. I am satisfied that the respondent has been served and there are disputes between the parties.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Shriya Maini, Advocate (Mob. No. 9810281495/8799791969) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the



‘DIAC’).

- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) 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/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JULY 29, 2025 / (MS)

JASMEET SINGH, J