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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 355/2025

TATA CAPITAL LIMITED

.....Petitioner

Through: Ms. Nachiketa Suri, Mr. Raj Kumar,
Advs.

versus

SH. RAMKHILARI GURJAR

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.03.2025

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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 in terms of the Loan Agreement dated 19.01.2021 bearing No. 0008985635.
2. The petitioner advanced a loan of Rs. 3 lakhs which the respondent was liable to pay in EMIs of Rs. 8333/- in 60 months.
3. Since the respondent failed to pay the amount, the petitioner issued loan recall notice dated 11.09.2024 and thereafter, invoked arbitration *vide* legal notice dated 26.09.2024.
4. The said Agreement contained arbitration clause being clause No. 9 which reads as under:-

“9. 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.13 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. As per the Loan Application Form, the mobile number of the respondent is shown as 8302947152.
6. The affidavit of service has been handed over in Court today, wherein the respondent has been served through Whatsapp at the said mobile number.
7. I am satisfied that the respondent has been served. Despite service, there is nobody appearing on behalf of the respondent.
8. I am also satisfied that there are disputes between the petitioner and the respondent. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) DIAC shall appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC
 - 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’).



- 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.
8. The affidavit of service handed over in Court today is taken on record.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 26, 2025 / (MS)

Click here to check corrigendum, if any