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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 517/2025**
TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Savyasanchi K Sahai, Ms.
Madhurima Baghchi, Mr. Aman Singhania, Advs.
versus

M/S. SHIV INDUSTRIES & ANR.

.....Respondent

Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
14.05.2025

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1. This is a petition filed under Section 11 of Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The petitioner extended financial assistance to the respondent No. 1 *vide* sanction letter dated 11.11.2016 and thereafter, Channel Finance Agreement dated 30.11.2016 was entered into between the parties. The respondent No. 1 is a Sole Proprietorship concerned and the respondent No. 2 is the personal guarantor.
3. The loan facility was extended from time to time and lastly on 28.04.2023 and the parties executed a Loan-cum-Guarantee Agreement dated 25.05.2023 as well. The same is duly signed by the respondent Nos. 1 and 2.
4. The said Agreement also contained arbitration clause being clause No. 12 which reads as under:-

“12. 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 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. 17 of Annexure hereto, in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments therein 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. Since there were disputes between the parties, the petitioner issued Loan Recall Notice as well as the Notice invoking Arbitration under Section 21 dated 27.11.2024 and thereafter filed the present petition.
6. The respondents are served. Despite service, there is nobody appearing on behalf of the respondents.
7. Mr. Singhania, learned counsel for the petitioner states that the amount sought to be recovered is only about Rs. 1.8 crore and hence, a sole arbitrator may be appointed.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Jai Sahai Endlaw, Advocate (Mob. No. 9811122114) 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.

JASMEET SINGH, J

MAY 14, 2025 / (MS)

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