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

+ **ARB.P. 585/2025**

TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Savyasachi K Sahai, Mr. Aman Singhania, Ms. Madhumita Bagchi and Mr. Akash Yadav, Advocates.

versus

SWADESH GREEN INFRA LIMITED

.....Respondent

Through: Mr. Puneet Saini, Advocate (through VC)

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

19.09.2025

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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 to adjudicate the disputes between the parties arising out of a Term Loan Agreement.
2. Pursuant to an order dated 24.11.2023 passed by the NCLT, Mumbai, the name of the petitioner is Tata Capital Limited ("TCL") as Tata Capital Financial Services Limited and Tata Cleantech Capital Limited (Transferor Companies) along with its undertaking have merged with TCL (the Transferee Company) and all outstandings in respect thereof stood transferred to TCL. Thus, the petitioner herein is entitled to claim the same from the respondent in the present proceedings.
3. The brief facts of the case are that the respondent applied for a loan on



20.06.2022 and the same was granted *vide* the Sanction letter dated 21.06.2022. The Term Loan Agreement dated 04.07.2022 was executed containing the terms and condition including Arbitration Clause being Clause No. 12 which reads as under:

“Clause 12 of the Term Loan Agreement:

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 these T&Cs 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 by a sole arbitrator to be appointed as per the procedure below and to be held at such place as agreed by the parties in Serial No. 18 of Annexure 1 hereto of the Agreement. The Party invoking the arbitration ("Claimant") shall address a notice to the other party ("Respondent") suggesting the names of not more than three arbitrators, all of whom shall be either retired judges of the District Court, High Court or the Supreme Court or a lawyer having minimum 10 years relevant experience.

The Respondent shall either:

- (i) confirm in writing acceptance of one amongst the proposed names as the sole arbitrator to the Claimant within a period ten (10) days from the date of notice ("Notice Period"); or*
- (ii) Convey objection, if any in writing to the Claimant against the proposed names of the sole arbitrator within the said*



Notice Period.

However, if the Claimant does not receive any response from the Respondent within the said Notice Period, the Claimant shall be entitled to nominate any one person from amongst the proposed three names as the sole arbitrator and such arbitrator shall be deemed to be appointed by both the Parties.

In the event, the Respondent conveys its objection as per (ii) above then the sole arbitrator will be appointed by a Court having jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996, together with its amendments, any statutory modifications or re-enactment thereof for the time being in force. The arbitration proceedings shall be conducted in English language. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Obligors."

4. Since there were disputes between the parties, the petitioner invoked arbitration vide Legal Notice dated 28.02.2025 and thereafter filed the present petition.
5. Mr. Saini, learned counsel for the respondent, has no objection to the appointment of the Arbitrator.
6. I am satisfied that there is a valid arbitration Agreement between the parties, and there are disputes which need to be settled through the arbitral mechanism.
7. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Mr. Santosh Kumar Tripathi, Senior Advocate (Mob. No.



- 9868250806, 9818112250) 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.

JASMEET SINGH, J

SEPTEMBER 19, 2025

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