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

+ **ARB.P. 758/2025**

TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Ankur Rana, Mr. Nachiketa Suri
& Mr. Raj Kumar, Advocates.

versus

JOYDEEP CHOWDHURY

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

27.10.2025

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1. This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator for the adjudication of disputes between the parties arising out of a Loan Agreement dated 27th December 2020 (hereinafter 'Agreement')
2. In terms of the aforesaid Agreement, the petitioner had advanced a loan amount of Rs. 5,00,000/- to the respondent at an interest rate of 11.25% p.a., which was repayable by equal EMIs.
3. The aforesaid Agreement contains an arbitration clause, i.e. Clause 9. It is stated that the S.no.13 to Annexure 1 of the Agreement provides for Delhi as the seat of arbitration. The said Clause is set out below:

"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 mentioned at Serial No. 13 of the 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.”

ANNEXURE 1		
13.	Place of Arbitration (Tick whichever is applicable)	[Delhi / Chennai / Mumbai / Kolkata / Bangalore]

4. Since there were disputes between the parties on account of default in repayment by the respondent, the petitioner sent a notice dated 30th January 2025, invoking the aforesaid arbitration clause under Section 21 of the Act. However, no response to the said notice has been received by the petitioner.
5. In these circumstances, the petitioner has been constrained to approach this Court by way of the present petition.
6. Notice in the present petition was issued by order dated 5th August



2025.

7. *Vide* order dated 16th May 2025, it was noted that the aforesaid notice sent by the petitioner through post has been received back. Pursuant thereto, the petitioner has filed documents to substantiate the validity of the e-mail address and the mobile number of the respondent enlisted in the memo of parties.

8. As per the report of the Registry, the respondent has been served through email.

9. None appears on behalf of the respondent despite service.

10. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

a. Mr. Shivank Diddi, Advocate (Mobile No.: 9958260000) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

b. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.

c. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

d. The parties shall approach the Arbitrator within two (2) weeks from today.

11. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims, and/or counter claims, any



other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

12. The petition stands disposed of in the aforesaid terms.

13. All pending applications stand disposed of.

14. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

OCTOBER 27, 2025
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