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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 864/2025

TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Nachiketa Suri, Adv.

versus

NARESH KUMAR AND ANR

.....Respondents

Through: Mr. Arun Yadav, Mr. Raman Mudgil,
Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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01.09.2025

1. This is a petition filed under Section 11(6) of Arbitration and Conciliation Act, 1996, seeking appointment of an arbitrator for adjudication of disputes between the parties arising out of the Loan Agreement dated 14.10.2019.
2. The petitioner advanced a loan *vide* the Loan Agreement dated 14.10.2019 bearing No. TCFBL0365000010652900, wherein the respondent No. 1 was the principal borrower and respondent No. 2 was the co-borrower.
3. Since, there were defaults in making the payments by the respondents, the petitioner invoked arbitration *vide* Legal Notice dated 07.03.2025 and thereafter, filed the present petition.
4. The Loan Agreement contained an arbitration clause, being Clause No. 9, which reads as under:

“9. Arbitration

*If any disputes, 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 document 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. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the Obligators.”

5. Mr. Yadav and Mr. Mudgil, learned counsels appear on behalf of the respondents and have no objection for the appointment of an arbitrator in the present petition.
6. I am satisfied that there is a valid arbitration clause and there are disputes between the parties which need to be resolved through arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Ajay Pal Tushir, Advocate (Mob. No. 9810159640) 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.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 1, 2025/as