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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1011/2024**
TATA CAPITAL LIMITEDPetitioner
Through: Mr. Nachiketa Suri, Mr. Raj Kumar,
Advs.

versus

ARIF KHANRespondent

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 to adjudicate the disputes between the parties arising out of a Loan Agreement dated 27.03.2021.
2. The petitioner advanced a loan *vide* loan agreement dated 27.03.2021 bearing no. TCFPL0368000011028333.
3. The petitioner sanctioned the loan on 27.03.2021 and the respondent was required to pay an EMI of Rs. 18, 367/- in 48 instalments.
4. Since the respondent failed to pay the EMIs, the petitioner issued loan recall notice dated 23.05.2024 and thereafter, notice dated 04.06.2024 invoking arbitration clause under Section 21 of the Arbitration and Conciliation Act, 1996.
5. Hence the present petition has been filed.
6. As per the loan application, the email of the respondent has been shown as pathanarif354@gmail.com.
7. The respondent has been served on the said email address.
8. For the said reasons, I am satisfied that there are disputes between the



parties to be adjudicated in terms of the arbitration clause 9 of the loan agreement. The said clause reads as under:

“9. Arbitration

If any dispute, difference or claim arises between any of the Obligators 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 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.”

9. For the said reasons, the petition is allowed and the following directions are issued:-
- i) Mr. Divya Prakash Pande, Advocate (Mob. No. 9818077123) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - 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.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 26, 2025/sp

Click here to check corrigendum, if any