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

+ **ARB.P. 918/2025**

TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Hardik Maurya, and Mr.
Savyasachi K. Sahai, Advs.

versus

A B MOTORS PRIVATE LIMITED

.....Respondent

Through: Mr. Viraj Gandhi, Adv.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

02.12.2025

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Term Loan Agreement dated 10.11.2020 (*hereinafter referred to as "Loan Agreement"*).

2. It is the case of the Petitioner that the Respondent had approached the Petitioner for financial assistance. The Petitioner had advanced a loan for a for a sum of Rs.1,60,00,000/- to the Respondent vide the aforesaid Loan Agreement entered into between the parties. It is stated that since the Respondent started defaulting in repayment of loan amount, a Legal Notice was sent to the Respondent on 29.04.2022. Since the amount was not paid by the Respondent, a Loan Recall Notice was sent to the Respondent on 01.08.2024 and apart from that vide the said Loan Recall Notice, arbitration



was also invoked and the Respondent was asked to appoint an Arbitrator in terms of Clause 12 of the Loan Agreement read with Clause 24 of the Master Terms and Conditions which provides that the parties have decided to get their disputes adjudicated through arbitration.

3. Notice was issued in the petition on 07.07.2025.

4. The matter was referred to mediation, however, the mediation has failed between the parties.

5. A reply has been filed by the Respondent. In the reply, it is stated that in the reply that the Union of India and the National Credit Guarantee Trustee Company Limited (NCGTCL) are also necessary parties to the arbitration.

6. The Loan Agreement has been only signed by the Petitioner and the Respondent. It is open for the Respondent to move an application under Order I Rule 10 of CPC before the Arbitrator for impleadment of any other party which it feels is necessary for adjudication of disputes and it is for the Arbitrator to take a decision on basis of contentions raised by both sides and on the weight of the material adduced by the parties before the Arbitrator.

7. Clause 12 of the Loan Agreement contains an arbitration clause. In the said clause, the place of arbitration has been mentioned in Delhi and the Courts at Delhi have been given the jurisdiction.

8. In view of the fact that disputes have arisen between the parties and the Loan Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

9. Accordingly, Ms. Radhika Dubey, Adv. (Mob. No: 9810982927) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.



10. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

12. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

13. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

14. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 2, 2025

S. Zakir