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

+ **ARB.P. 1074/2025**

**TATA CAPITAL LIMITED TRANSFEREE OF TATA CAPITAL
FINANCIAL SERVICES LTD**Petitioner

Through: Ms. Ekta Bhatia, Advocate.

versus

SEIKAKU ENGINEERS PVT. LTD. & ORS.Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **25.09.2025**

1. This petition is filed by the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') read with Section 151 CPC seeking appointment of a Sole Arbitrator.

2. Disputes between the parties arise from a Channel Finance Facility, which was sanctioned by the Petitioner in favour of the Respondent No.1 vide Sanction Letter dated 13.09.2021. Petitioner renewed the facility vide Sanction Letter dated 19.04.2024 in respect of which Loan-cum-Guarantee Agreement was executed and Respondents No.2 and 3 jointly guaranteed repayment of the loan amount. On 26.06.2025, Petitioner issued loan recall notice since Respondents started defaulting in repaying the loan. Additionally, Petitioner also invoked arbitration clause 13 for reference of disputes to arbitration. Petitioner candidly avers that in light of the judgment of this Court in ***Overnight Express Limited v. Delhi Metro Rail***



Corporation, (2022) 294 DLT 83, Petitioner is ineligible to appoint a Sole Arbitrator and has therefore filed this petition for the Court to appoint an Arbitrator.

3. Affidavit of service has been filed by the Petitioner stating that Respondents have been served through electronic mode. During the course of hearing, counsel for the Petitioner hands over a document which bears endorsement of the process server reflecting that Respondents have refused to accept the notices through speed post. Matter has been called twice. There is no appearance on behalf of the Respondents and they are accordingly set *ex parte*.

4. The Loan-cum-Guarantee Agreement contains arbitration clause 13 envisaging reference of any dispute/difference or claim arising from the facility to arbitration as a dispute resolution mechanism. In light of this, petition is allowed appointing Mr. Sameer Sharma, Advocate (Mobile No. 9213857759), as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.

5. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

6. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties are left open.

7. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 25, 2025/RW