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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1397/2025**

TATA CAPITAL HOUSING FINANCE LIMITEDPetitioner
Through: Counsel (*appearance not given*)

versus

MR KULDEEP SINGH RATHORE & ANR.Respondents
Through:

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
16.10.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, (hereinafter 'the Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Loan Agreement dated 22nd July, 2017 (hereinafter 'Agreement').
2. Counsel for the petitioner states that the Agreement contains an arbitration clause, i.e., Clause 12.10, which provides for adjudication of any disputes arising between the parties by arbitration. For ease of reference, Clause 12.10 of the Agreement is set out below:

"12.10 ARBITRATION

a) If any dispute, difference or claim arises between the parties hereto in connection with this agreement or the security hereof or the validity, interpretation, implementation or alleged breach of this agreement or anything done or omitted to be done pursuant to this agreement or otherwise in relation to the security hereof the parties shall attempt in the first instance to resolved the same through



negotiations/conciliations. If the dispute is not resolved through negotiations/conciliations within thirty days after commencement of discussions or such longer period as the parties agreed to in writing, then the same shall be settled by arbitration to be held at capital city of the State where the concerned servicing branch of the TCHFL is situate in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to a person to be appointed by TCHFL. In the event of death, refusal, neglect, inability, incapability of the person of appointed to act as an Arbitrator, TCHFL may appointed new Arbitrator. The award of the arbitrator shall be final and binding on all parties concerned.”

3. He further states that since there were disputes between the parties, the petitioner sent an Arbitration Notice dated 24th March, 2025 to the respondents, invoking the aforesaid arbitration clause under Section 21 of the Act.
4. However, the respondents failed to respond to the Arbitration Notice.
5. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
6. As per the report of the Registry, respondent nos. 1 and 2 have been served through email.
7. An affidavit of service has also been filed on behalf of petitioner stating that respondent no. 1 has been served through WhatsApp.
8. None appears on behalf of the respondents.
9. Accordingly, the dispute between the parties under the aforesaid Appointment Letter is referred to the Arbitral Tribunal comprising a Sole Arbitrator.
10. Mr. Nakul Gandhi, Advocate (Mobile No. +91 9873485820), is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.



11. The following directions are issued in this regard:

- i. 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.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
- iii. The parties shall approach the Arbitrator within two (2) weeks from today.

12. 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.

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

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 16, 2025

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