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

+ **ARB.P. 1418/2025**

TATA CAPITAL HOUSING FINANCE LTDPetitioner

Through: **Ms. Sandhya Chawla, Adv.**

versus

RAVINDER KUMAR KALIA & ORSRespondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

30.10.2025

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1. This is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1997 seeking appointment of an Arbitrator for adjudication of the disputes between the parties.
2. The brief facts are that the respondents applied for 2 Home Equity Loan of Rs. 3,00,00,000/- (Rupees Three Crores Only) and Rs. 1,29,00,000/- (Rupees One Crore Twenty Nine Lakhs Only).
3. The petitioner company sanctioned one Home Loan Facility to the respondents of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only) and accordingly a Loan Agreement was executed between the parties, under the Loan Account bearing number TCHHF0307000100003818. Respondent No. 1 was the principal borrower and respondent Nos. 2 and 3 were the co-borrowers.
4. The said Agreement contained an arbitration clause being clause



No.12, which reads as under:

“12. Dispute Resolution:

If any dispute, 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 Documents 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 Obligors.

Notwithstanding anything contained hereinabove, the Lender reserves the right to, at its option, also enforce the security under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") or proceed to recover dues from the Obligors under the SARFAESI Act and/or the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 ("DRT Act").”



5. Since there were disputes, the petitioner issued notice dated 05.12.204 under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 demanding the amount of Rs.2,07,53,1751/-.
6. The petitioner invoked arbitration *vide* legal notice dated 21.07.2025 and thereafter, filed the present petition.
7. Ms. Chawla, learned counsel for the petitioner, states that the amount expected to be recovered from the sale of the property would be inadequate to meet the demands of the petitioner and the petitioner will pursue arbitration only for the amount which is left out outstanding.
8. The respondents have been served through the email provided in the Loan Agreement as well as Speed Post. Despite service, there is nobody appearing on behalf of the respondents today.
9. I am satisfied that there is a valid arbitration clause and disputes between the parties which need to be adjudicated through arbitral mechanism.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Yasir Rauf Ansari, Advocate (Mob. No. 9718141208) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 30, 2025/sp