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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1551/2024

TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Rajkumar Dahiya, Mr. Nachiketa
Vijay Suri, Advs.

versus

MANVENDRA SINGH

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

01.04.2025

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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 for adjudication of disputes between the parties arising out of the Loan Agreement dated 29.07.2021.
2. The said agreement contains the arbitration clause being clause No. 13 which reads as under:-

“13 Arbitration

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 at the place as mentioned at Serial No.13 of 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 Obligor.”

3. The facts are that the respondent vide Loan Agreement dated 29.07.2021 was given a loan of Rs 15,89,515/- by the petitioner and the respondent was liable to pay a sum of Rs. 40,000/- by the 3rd of every calendar month. The said Loan was to be repaid in 57 EMIs each of Rs. 40,000/-
4. Since the respondent failed to adhere to the terms of the Loan Agreement, the petitioner invoked arbitration *vide* legal notice dated 07.08.2024.
5. Thereafter, the present petition has been filed.
6. In the present petition, notice was issued on 04.10.2024. As per the affidavit of service, the respondent has been served through mail at his E-Mail ID i.e.manvender.jsm@gmail.com, which is also the E-Mail ID mentioned in the loan application form.
7. I am satisfied that the respondent has been duly served. Despite service, there is nobody appearing on behalf of the respondent.
8. I am also satisfied that there are disputes pending between the petitioner and the respondent and the same needs to be resolved through arbitration process.
9. The petition is allowed and the following directions are issued:-



- i) Mr. Amol Sinha (Advocate) (Mob. No. 9560020333) 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

APRIL 1, 2025 / (MS)

Click here to check corrigendum, if any