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

+ **ARB.P. 1533/2025**

**TATA CAPITAL LIMITED**

...Petitioner

Through: Mr Varun Kumar, Advocate and Ms.  
Ragini Kapoor, Advocates.

versus

**ONUS INTERNATIONAL & ANR.**

.....Respondents

Through: Mr. Kartikeya Singh, Advocate.

**CORAM:**

**HON'BLE MR. JUSTICE AMIT BANSAL**

**ORDER**

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**08.12.2025**

1. This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of a Loan cum Guarantee Agreement dated 6<sup>th</sup> December 2023 (hereinafter 'Agreement').
2. Counsel for the petitioner submits that the Agreement contains an arbitration clause, i.e. Clause 12, which provides for adjudication of disputes arising between the parties by way of arbitration. For ease of reference, the aforesaid clause 12 is set out below:

**"12. 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 these T&Cs 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*

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arbitration by a sale arbitration to be appointed as per the procedure below and to be held at such place as agreed by the Parties in Serial No. 17 of Annexure 1 hereto of the Agreement. The Party invoking the arbitration ("Claimant") shall address a notice to the other Party ("Respondent") suggesting the names of not more than three arbitrators, all of whom shall be either retired judges of the District Court, High Court or the Supreme Court or a lawyer having minimum 10 years' relevant experience. The Respondent shall either:

- (i) Confirm in writing acceptance of one amongst the proposed names as the sale arbitrator to the Claimant within a period of ten (10) days from the date of notice ('Notice Period'); or
- (ii) Convey objection, if any, in writing to the Claimant, against the proposed names of the sale arbitrator with in the said Notice Period.

However, if the Claimant does not receive any response from the Respondent within the said Notice Period, the Claimant shall be entitled to nominate any one person from amongst the proposed three names as the sale arbitrator and such arbitrator shall be deemed to be appointed by both the Parties.

In the event, the Respondent conveys its objection as per (ii) above then the sale arbitrator will be appointed by a Court having jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modifications or re-enactment thereof for the time being in force. The arbitration proceeding shall be conducted in English language. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Obligor/s."

3. Counsel for the petitioner further submits that since the respondents failed to repay the loan amount, the petitioner sent notice dated 19<sup>th</sup> May, 2025 to the respondents *inter alia* invoking the aforesaid arbitration clause under Section 21 of the Act. However, the respondents failed to reply to the aforesaid notice.
4. Hence, the petitioner has been constrained to file the present petition.
5. Notice was issued in the present petition on 18<sup>th</sup> September, 2025 and two weeks' time was granted to the respondents to file a reply.
6. No reply has been filed on behalf of the respondents.



7. Counsel appearing on behalf of the respondents submits that he has no objection to the appointment of an Arbitrator.
8. Counsel for the parties submit that the arbitration proceedings may be conducted under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
9. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:
  - a. Shri Kanwal Jeet Arora, Former Principal District & Sessions Judge-cum-Spl. Judge (PC Act) (CBI) (Mobile No.: +91 99103 84733) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
  - b. The arbitral proceedings shall be held under the aegis of DIAC.
  - c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
  - d. 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.
  - e. The parties shall approach the Arbitrator within two (2) weeks from today.
10. 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 objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.



11. The petition stands disposed of in the aforesaid terms.
12. All pending applications stand disposed of.
13. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.
14. The Registry is directed to send a copy of this order to the Secretary, DIAC for information and compliance and the learned Sole Arbitrator.

**AMIT BANSAL, J**

**DECEMBER 8, 2025/RK**