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

+ **ARB.P. 1713/2025**

TATA CAPITAL LIMITED

....Petitioner

Through: Mr. Varun Kumar, Ms.Ragini
Kapoor, Advs.

versus

M/S MAA SHARDA SALES & ANR.

.....Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

24.11.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator.
2. The brief facts of the case are that the respondents approached the petitioner for grant of a Channel Finance Loan. Thereafter, the parties executed a Loan-cum-Guarantee Agreement dated 20.09.2024. Respondent No. 1 is the Sole Proprietorship Concern and respondent No. 2 is the Guarantor.
3. The Loan-cum-Guarantee Agreement contains an 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 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 arbitration by a sole arbitrator 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 sole 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 sole arbitrator within 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 anyone person from amongst the proposed three names as the sole 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 sole 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.”

4. Since there were defaults in payment of loan, the petitioner invoked arbitration *vide* legal notice dated 08.09.2025 and thereafter filed the present petition.
5. The loan application form shows the email-ID of both the respondents as usu.upadhyay@gmail.com
6. As per the Affidavit of Service the respondents are served at their said email-ID as well as on WhatsApp.
7. Despite service, there is nobody appearing on behalf of the respondents today.
8. I am satisfied that there is a valid arbitration clause and there are disputes which need to be adjudicated through arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Omansh Gupta, Advocate (Mob. No. 9810156323) 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.
10. The petition is disposed of.

NOVEMBER 24, 2025/AS

JASMEET SINGH, J