OCD-23

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/216/2026

TATA CAPITAL LIMITED
VS
GLOBAL AUTHOWHEELS PRIVATE LIMITED

BEFORE:
The Hon'ble JUSTICE GAURANG KANTH
Date : 8th April, 2026.

Appearance
Mr. Avishek Guha, Adv.
Ms. Arunika Dutta, Adv.
Ms. Ankush Majumder, Adv.
...for petitioner

The Court:- Affidavit of service is taken on record.

Despite Service, none appears for the respondent.

The petitioner has preferred the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeking constitution of an Arbitral Tribunal comprising of a sole arbitrator to adjudicate the dispute between the parties.

Learned Counsel appearing for the petitioner submits that the respondent was granted a loan facility in the nature of Channel Finance to the tune of Rs.4,25,00,000/-under a Channel Finance agreement dated 04.12.2018. The said facility was subsequently renewed/revived/extended for a sum of Rs.4,25,00,000/- in the years 2019 and 2020. Thereafter, in July 2021, the respondent no. 1 once again approached the petitioner for renewal of the said facility to which the petitioner acceded. However, vide Capping letter dated 14.09.2021, the respondents requested to reduce the sanctioned limit by Rs.1,25,00,000/- and Cap the facility amount at Rs. 3,00,00,000/-. Upon reviewing the requirement of the respondents, the petitioner reduced the previous sanctioned loan amount from Rs.4,25,00,000/- to 3,00,00,000/- for a tenure of a year and issued a sanction letter dated 20.07.2021 to the respondents. The said facility was further extended vide letter dated 21.07.2022 and 23.11.2023. Thereafter, the petitioner and the respondents entered into a loan cum guarantee agreement for Channel Finance read with the Registered Master Terms and Conditions for Channel Finance dated 31.12.2018 for a sum of Rs.3,00,00,000/-.

It is submitted that the Respondent committed defaults in adhering to the repayment schedule and hence his account was classified as NPA.

The petitioner has recalled the entire loan agreement vide notice for recall of loan and invocation of arbitration dated 07.05.2025 and called upon the respondents to make payment of the outstanding amount of Rs.2,59,89,852.89/-. Despite receipt of such demand the respondents failed the neglected to liquidate the outstanding dues.

The dispute between the parties has arisen out of the alleged default in repayment of the admitted loan amount. The notice invoking arbitration was issued 07.05.2025.

Prima facie it appears that disputes have arisen between the parties in terms of the Loan cum Guarantee Agreement for Channel Finance dated

23.11.2023 read with the Registered Master Terms and Conditions for Channel Finance dated 31.12.2018, which contains an arbitration clause thereof.

Accordingly, this Court is satisfied that the present case is a fit case for reference to arbitration. The agreement itself confers jurisdiction upon this Court.

Accordingly, this Court appoints Mr. Rudraman Bhattacharjee, Learned Senior Counsel (Mob. No. 9830731277) as the sole Arbitrator to adjudicate the dispute between the parties.

The appointment the learned sole Arbitrator shall be subject to compliance with Section 12 of the Arbitration and Conciliation Act, 1996.

The Learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

All the questions relating to arbitrability of the dispute, admissibility of the claims, limitation or any other issues are kept open to be urged before the learned sole Arbitrator.

With the aforesaid directions, the present petitioner stands disposed of.

(GAURANG KANTH, J.)

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