

ORDER

OCD-20

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AO-COM/21/2025
IA NO: GA-COM/1/2025

MANPREET KAUR AND ANOTHER
VS
TATA CAPITAL LTD (FORMERLY KNOWN AS TATA
CAPITAL FINANCIAL SERVICES LTD.)

BEFORE
HON'BLE JUSTICE GAURANG KANTH
Date: 3rdFebruary, 2026.

Appearance:-
Mr. Priyankar Saha, Adv.
Ms. Srijani Mukherjee, Adv.
Mr. Lal Ratan Mandal, Adv.
...for petitioners.
Mr. Sayak Ranjan Ganguly, Adv.
Ms. Srijani Ghosh, Adv.
Ms. Ankita Jha, Adv.
...for respondent.

The Court:- The petitioners have preferred the present petition under Section 37 of the Arbitration and Conciliation Act, 1996, challenging the order dated 25.08.2025 passed by the learned Sole Arbitrator under Section 17 of the A& C Act, 1996 where by receiver was appointed to take possession and sale of the hypothicated vehicle.

It is the contention of the petitioners that the Arbitrator was appointed unilaterally without consent of the petitioners. The petitioners further state that such unilateral appointment is against the settled principles of law.

Learned counsel for the petitioners relies on the judgment of the Hon'ble Supreme Court in ***Central Organization for Railway Electrification v. ECI-***

SPIC-SMO-MCML (JV), reported in **2025 (4) SCC 641** wherein it has been held that the unilateral appointment of an arbitrator gives rise to justifiable doubts as to the independence and impartiality of the arbitrator and that such a clause is in violation of Article 14 of the Constitution.

At this stage, learned counsel for the respondent states that she is agreeable to a fresh appointment of the Arbitrator to adjudicate the disputes between the parties. She further states that she had received instructions from her client to terminate the present Arbitration proceedings and have a new Arbitrator appointed with the consent of the other side.

In view of such facts and without entering into the merit of the matter, the order dated 25.08.2025 is set aside. Further, in view of the consent of parties, the mandate of the learned Arbitrator stands terminated in terms of Section 14(2) read with Section 15 of the Arbitration and Conciliation Act, 1996.

With the consent of the parties, Mr. Asif Hussain, Advocate is appointed as an Arbitrator to adjudicate the disputes between the parties. The Arbitrator shall be at liberty to decide his remuneration in terms of Fourth Schedule of the Arbitration and Conciliation Act, 1996.

A copy of this order shall be communicated to the learned sole Arbitrator.

With the aforesaid directions, the present appeal and the connected application stand disposed of.

(GAURANG KANTH, J.)