



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO.152 OF 2025

Tata Capital Limited ...Applicant

V/s.

Tej Pal Kanaram Choudhary ...Respondents

WITH
COMMERCIAL ARBITRATION APPLICATION (L) NO.9698 OF 2025

Tata Capital Limited ...Applicant

V/s.

Dadarwal Road Lines & Ors. ...Respondents

WITH
COMMERCIAL ARBITRATION APPLICATION (L) NO.9738 OF 2025

Tata Capital Limited ...Applicant

V/s.

Tej Pal Choudhary & Ors. ...Respondents

Mr. Saurabh Oka *for the Applicant.*

CORAM: SANDEEP V. MARNE, J.

DATED: 7 APRIL 2026.

P.C.:

1) These are Applications filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) for appointment of an

Arbitrator. The disputes and differences between the parties are said to have arisen out of Loan-cum-Hypothecation-cum-Guarantee and Fuel Loan Agreements.

2) I have heard Mr. Oka, the learned counsel appearing for the Applicant.

3) Office report indicates that the Respondent(s) have refused to accept the Court notice. The Respondent (s) are thus duly served. However, none appears on behalf of the Respondent(s).

4) It appears that there has already been one round of arbitration between the parties before a sole Arbitrator, unilaterally appointed by the Applicant. However, considering the development of law on the subject of unilateral appointment of Arbitrator, the Applicant has filed the present Applications for appointment of Arbitrator by this Court and for conduct of fresh round of arbitration.

5) Perusal of the Agreements indicates existence of arbitration clause. The seat of arbitration is at Mumbai. This Court is thus, satisfied that there is existence of arbitration agreement between the parties. In that view of the matter, it would be just and proper to constitute Arbitral Tribunal of a sole Arbitrator.

6) I accordingly, proceed to pass the following order:-

(A) Ms. Savita S. Ganoo, an Advocate practising in this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the concerned Loan-cum-Hypothecation-cum-Guarantee and Fuel Loan Agreements. The contact details of the Arbitrator are as under:-

Office Address:- Office No.19, first floor, Rohit Chambers, Janmabhoomi Marg, Fort, Mumabi-400 001.

Mobile No.:- 9820450243

Email id:- savitasadananda@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Applicant within a period of one week from the date of uploading of this order. The Petitioner shall provide the contact and communication particulars of the parties to the Arbitral Tribunal alongwith a copy of this order.

(C) The learned sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of 2 weeks from receipt of a copy of this order.

(D) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by her, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

(E) The fees of the sole Arbitrator shall be as prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

7) All contentions on merits are expressly kept open to be agitated before the learned Arbitrator appointed as above.

8) With the above directions, the Applications are **disposed of**.

[SANDEEP V. MARNE, J.]