

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 641 OF 2025
WITH
COMMERCIAL ARBITRATION APPLICATION NO. 397 OF 2025

Tata Capital Limited

...Petitioner

V/s.

Global Autowheels Pvt Ltd and Ors.

...Respondents

Mr. Anosh Sequeira *with Ms. Iraa Dube-Patil and Mr. Vivek Yadav i/b Jay and Co., for Petitioner.*

CORAM: SANDEEP V. MARNE, J.

DATED: 7 MARCH 2026.

P.C.:

- 1) These are proceedings filed under Sections 9 and 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) for seeking interim measures and for constitution of the Arbitral Tribunal.

- 2) I have heard Mr. Sequeira, the learned counsel appearing for the Petitioner. The Respondents are duly served with notices in Commercial Arbitration Petition No. 641 of 2025. However, none has appeared on behalf of the Respondents.

3) The disputes and differences between the parties have arisen out of the Channel Finance Agreement dated 10 September 2018, Emergency Credit Line Guarantee Facility Scheme Agreement dated 18 December 2020 & Emergency Credit Line Guarantee Facility Scheme Agreement dated 7 April 2022. All the three Agreements contain Arbitration Clauses. The seat and venue of the Arbitration is at Mumbai. The Petitioner has invoked Arbitration vide notice under Section 21 of the Arbitration Act on 18 June 2025. Respondents have failed to respond to the invocation notice of arbitration.

4) Mr. Sequeira submits that an amount of Rs. 5,50,41,649.32/- is due and payable by the Respondents under the Agreement.

5) It appears that by order dated 19 September 2025 this court has already granted ad-interim measures in terms of prayer clauses (b), (c), (d), (e) and (f) of Commercial Arbitration Petition No. 641 of 2025. At this stage, Mr. Sequeira submits that if the Arbitral Tribunal is constituted by continuing the ad-interim order dated 19 September 2025, the Petitioner shall press for further interim measures before the Arbitral Tribunal under Section 17 of the Arbitration Act.

6) This Court is *prima facie* satisfied about existence of Arbitration Agreement between the parties. In that view of the matter it would be just and proper to constitute Arbitral Tribunal of sole Arbitrator.

7) Accordingly, I proceed to pass following order:

(A) Ms. Spenta Kapadia, an Advocate of this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Channel Finance Agreement dated 10 September 2018, Emergency Credit Line Guarantee Facility Scheme Agreement dated 18 December 2020 & Emergency Credit Line Guarantee Facility Scheme Agreement dated 7 April 2022. The contact details of the Arbitrator are as under :

Office Address :	29/29A, Alli Chambers, Tamarind Lane, Fort, Mumbai- 400 001
Email id :	spentahavewala@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Petitioner 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.

8) Ad-interim order dated 19 September 2025 shall continue to operate during pendency of Arbitral proceedings and till making of the final Award. The Petitioner would be at liberty to press for further interim measures before the Arbitral Tribunal by filing Arbitration Application under Section 17 of the Arbitration Act, which shall be decided by Arbitral Tribunal on its own merits.

9) All rights and contentions are expressly kept open to be agitated before the Arbitral Tribunal

10) With the above directions, the Petition and the Application are **disposed** of.

[SANDEEP V. MARNE, J.]