

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMMERCIAL ARBITRATION APPLICATION NO.686 OF 2025

TATA Capital Housing Finance Ltd.

....Applicant

V/S

Geetika Gulati & Anr.

....Respondents

Ms. Minakshi Gilatar *for the Applicant.*

Ms. Ponshali Chakraborty i/b Mr. Abhinav Tewari & Ms. Sneha Tewari *for Respondents.*

Ms. Geetika Gulati (through video conferencing) Respondent No.1 present.

CORAM : SANDEEP V. MARNE, J.

DATE : 27 JANUARY 2026.

P.C.:

1. This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for adjudication of disputes and differences arising between the parties out of Loan Agreements.

2. This appears to be a slight unfortunate case where three loans are availed by the husband of Respondent No.1 and who also happens to be father of the minor (Respondent No.2). The deceased borrower was regular in repaying the loans but has unfortunately passed away on 5 January 2020. It is the case of the Respondents that the loan amounts were secured by term insurance policy issued by one of the Insurance Companies of Tata Group. They claim that insuring the loan amount was an internal transaction between Applicant and the group Insurance Company of Tatas. Respondents complain that instead of

pursuing with the insurance policy, the Applicant is pursuing recovery of outstanding loan amount from the Respondents. It appears that the Applicant has already initiated proceedings under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) for enforcement of security interest being the house mortgaged by the deceased borrower. The present Application is filed for appointment of Arbitrator for adjudication of disputes arising out of the loan Agreements.

3. Ms. Chakraborty appearing for Respondents submits that though there is an agreement to arbitrate between the parties, the arbitration be held at New Delhi which is also one of the places agreed under the arbitration clause for holding arbitration. Under clause 12.11 it is agreed that the arbitration shall be held at Chennai/Delhi/Mumbai. Respondent No.1 is present before the Court through video conferencing and earnestly requests the Court to direct holding of arbitration at Delhi on account of residence of the Respondents being at Gurugram. This Court suggested to the Applicant for holding of arbitration at Delhi (which is also one of the places agreed in clause 12.11 of the Loan Agreement). The Applicant has however refused to accept the said suggestion and reason for refusal of such suggestion is difficult to comprehend. The Applicant has insisted that the arbitration must be held only at Mumbai which is the choice made by the Applicant in accordance with clause 12.11 (a) of the Loan Agreement.

4. In view of the fact that existence of arbitration agreement is not disputed, the Court proceeds to constitute Arbitral Tribunal. However, considering the peculiar difficulties of Respondents, who are located at

Gurugram, it would be appropriate that the arbitral proceedings are held preferably online through video conferencing, except when physical presence of parties cannot be dispensed with. In my view, it would therefore be appropriate to nominate Presolve360 which is an institute providing for online dispute resolution mechanism for appointing an Arbitrator and for conduct of arbitral proceedings.

5. I accordingly proceed to pass the following order:

A) Presolv360 shall proceed to appoint an Arbitrator for the purpose of online dispute resolution between the parties in respect of disputes and differences arising out of the Loan Agreements. The contact details of the institute are as under:

Office Address:- Esperanca Building, Colaba,
Mumbai – 400 001.

Mobile No.: 84477 28708

Email ID:- info@presolv360.com

B) Applicant shall communicate copy of this order to Presolv360 within a period of one week from the date of upload of the order. The Applicant shall also provide contact and communication particulars of the parties to Presolv360 alongwith copy of this order.

C) It is clarified that Presolv360 being an online dispute resolution institution, all proceedings will be conducted online through electronic mode, unless otherwise agreed between the appointed Arbitrator and the parties, with appropriate notification to Presolv360.

D) Presolv360 is requested to appoint an independent arbitrator in compliance with the Arbitration Act and its own rules consistent with the Arbitration Act as soon as possible and in any event within a period of two weeks from receipt of a copy of this order.

E) The parties shall provide a valid and functional email address alongwith mobile numbers of the respective Advocates of the parties to Presolv360 and any other particulars as reasonably requested by the Presolv360. Communications to such email address shall constitute valid service of correspondence in connection with the arbitration.

F) All arbitral costs and fees of the arbitration shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs; and

G) The seat of the arbitration shall be deemed to be the same as the seat discernible from the Agreement while the arbitration shall primarily be conducted online.

6. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties. All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed hereby.

7. With the above directions, the Commercial Arbitration Application is **disposed of**.

(SANDEEP V. MARNE, J.)