

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

COMMERCIAL ARBITRATION PETITION NO. 47 OF 2025  
WITH  
COMMERCIAL ARBITRATION APPLICATION NO. 138 OF 2026

Tata Motors Finance Limited / Tata Capital Limited *...Applicant*

*V/s.*

Samsuj Jaman *...Respondent*

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**Ms. Akshita Jain** with Mr. Harshit Kumar i/b I.V. Merchant & Co. for  
*Petitioner / Applicant.*

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**CORAM: SANDEEP V. MARNE, J.**

**DATED: 29 April 2026.**

**P.C.:**

1) These are proceedings filed under Sections 9 and 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for seeking interim measures and for appointment of arbitrator. The disputes and differences between the parties have arisen out of Loan cum Hypothecation cum Guarantee Agreement.

2) I have heard Ms. Jain, the learned counsel appearing for the Petitioner. By order dated 18 March 2026, this Court had issued notice to the Respondents in both the proceedings and had granted hamdust. Ms. Jain tenders copy of Affidavit of service which indicates that hamdust notices are served on the Respondent. She undertakes to submit in the Court within a period of one week. Though Respondent is duly served, he has failed to appear before the Court.

3) Perusal of the Loan cum Hypothecation cum Guarantee Agreement would indicate presence of arbitration clause no.23. This Court is satisfied about existence of arbitration agreement between the parties.

4) By order dated 13 March 2025, this Court had made ad-interim measures in Section 9 petition in terms of prayer clauses (A), (B) and (C) therein. Ms. Jain however fairly submits that Petitioner has not approached the Court Receiver for implementation of ad-interim measures. She submits that in the peculiar facts and circumstances of the present case, Section 9 petition be converted into application under Section 17 of the Arbitration Act. I accordingly proceed to pass the following order :

**(A)**Ms. Payal Vardhan, an Advocate of this Court is hereby appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Loan cum Hypothecation cum Guarantee Agreement referred to above. The contact details of the Arbitrator are as under :

Office Address :- A/10, Tamarind House, Tamarind Lane,  
Fort, Mumbai - 400001

Email ID :- payalvardhan@gmail.com

Mobile No.: 7666111250

(B) A copy of this order be communicated to the learned sole Arbitrator and the Respondent by the Advocates for the Applicant/Petitioner within a period of one week from the date of upload of this order. The Applicant/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 him, 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 sole Arbitrator shall be entitled to the fees 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 proportion and shall be subject to the final Award that may be passed by the Tribunal

- 5) Commercial Arbitration Petition No. 47 of 2025 is converted into application under Section 17 of the Arbitration Act to be decided by the Arbitral Tribunal on its own merits.
- 6) All rights and contentions of the parties on merits are expressly kept open to be agitated before the Arbitral Tribunal.
- 7) With the above directions, the Commercial Arbitration Application and Petition are allowed and disposed of.

**[SANDEEP V. MARNE, J.]**