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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\# **CNR No. DLHC010005072026**

\+ ARB.P. 74/2026

TATA CAPITAL HOUSING FINANCE LTD .....Petitioner
Through: Mr. Aakash, Advocate.

versus

MANUJES MOHANTA & ANR. .....Respondents
Through: Ms. Appabrita Saha, Advocate.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 09.10.2026

I.A. 739/2026 *(for exemption)*

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

ARB.P. 74/2026

1. By way of the present petition, under Section 11 of the Arbitration and Conciliation Act, 1996 [hereinafter "the Act"], the petitioner seeks appointment of a sole arbitrator for adjudication of disputes arising out of the Loan Agreement dated 29.06.2016 [hereinafter "Loan Agreement"], which was entered into between the parties, pursuant to a Home Loan Sanction Letter dated 27.06.2016, issued by the petitioner to the respondents.

2. I have heard Mr. Aakash, learned counsel for the petitioner, and Ms. Appabrita Saha, learned counsel for the respondents.

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3. The Loan Agreement contemplates advancement of a home loan of Rs. 32,95,175/- by the petitioner to the respondents. It contains an arbitration clause [Clause 12.11], which provides for disputes to be resolved by arbitration "*to be held at Chennai/Delhi/Mumbai in accordance with the Arbitration and Conciliation Act, 1996*".

4. The petitioner has invoked arbitration by a notice dated 01.09.2025, in view of an alleged outstanding claim of approximately Rs.62,19,000/-, against the aforesaid Loan Agreement. The invocation notice failed to elicit a response, which has led to the filing of the present petition.

5. Ms. Saha raises three objections to the appointment of an arbitrator, which are dealt with hereinbelow.

6. The first objection is with regard to the jurisdiction of this Court. Ms. Saha submits that Schedule A to the Loan Agreement states that it was executed at Kolkata. She has also drawn my attention to a Tripartite Agreement dated 24.06.2016 between the petitioner herein, respondent No.1 herein, and a partnership firm by the name of M/s. Millennium India Construction, described therein as "the Developers" [hereinafter "Tripartite Agreement"]. She submits that under the Tripartite Agreement, the arbitration clause provides for arbitration at the place mentioned in Schedule A of the Loan Agreement which, as noticed above, is Kolkata. Mr. Aakash, learned counsel for the petitioner, clarifies that the proposed arbitration will be confined to claims under the Loan Agreement.

7. In my view, the aforesaid objection raised by Ms. Saha is untenable. By way of this petition, the petitioner seeks to invoke Clause

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12.11 of the Loan Agreement, and not Clause 20 of the Tripartite Agreement. The parties to the present petition are, therefore, the petitioner and the two borrowers mentioned in the Loan Agreement. The Developer is not party to this petition at all. In these circumstances, I am of the view that the petitioner has rightly invoked the jurisdiction of this Court.

8. The second and third objections of Ms. Saha deal with the alleged discrepancies in the description of the property in the Loan Agreement *vis-à-vis* the Conveyance Deed relied upon by the petitioner, and also refer to issuance of a notice under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, by IDBI Bank with regard to the same property. As far as these aspects are concerned, Ms. Saha submits that the respondents reserve their right to take all permissible objections in the arbitration proceedings.

9. Having regard to the above submissions, it is evident that neither the arbitration clause contained in the Loan Agreement, nor the receipt of the invocation letter, are disputed. Accordingly, the disputes are to be adjudicated by a sole arbitrator in terms of Clause 12.11 of the Loan Agreement.

10. Consequently, the petition is allowed, with the following directions:

a. Ms. Sarika Mehta, Advocate [Tel: 96546-12375/98913-92080], is appointed as the Arbitrator to adjudicate the disputes between the parties under the Loan Agreement.

b. The arbitration will be held under the aegis of Delhi International

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Arbitration Centre [“DIAC”] and will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

c. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.

11. Needless to say, all rights and contentions of the parties, including as to arbitrability and maintainability of the claims, and on merits, are left open for adjudication by the learned Arbitrator.

12. In petition stands disposed of, in terms of the aforesaid.

PRATEEK JALAN, J

OCTOBER 9, 2026
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