$~7

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

\# **CNR No. DLHC010038002026**

\+ ARB.P. 232/2026 & I.A. 3076/2026

TATA CAPITAL HOUSING FINANCE LTD .....Petitioner

Through: Mr. Ashwani Kumar, Mr. Shonit Kumar and Mr. Akash, Advocates.

versus

ASHWANI KUMAR DAS & ANR. .....Respondent

Through: Mr. Satya Narayan, Advocate.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 28.10.2026

1. The petitioner, which is a Housing Finance Company, has filed this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter, "the Act"], seeking appointment of an Arbitrator to adjudicate the disputes between the parties under a Home Loan Agreement under Loan Account No. 9757405 [hereinafter, "the Agreement"], sanctioned pursuant to a Sanction Letter dated 28.09.2016.

2. I have heard Mr. Ashwani Kumar, learned counsel for the petitioner, and Mr. Satya Narayan, learned counsel for the respondents.

3. The petitioner was the lender under the Agreement, and the respondents were the borrowers.

4. The Agreement admittedly contains a '*Dispute Resolution*' clause [Clause 12.11], which provides for adjudication of disputes by arbitration of a Sole Arbitrator, and specifies Chennai / Delhi / Mumbai as the

This is a digitally signed order.
The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.
The Order is downloaded from the DHC Server on 02/11/2026 at 10:52:02

possible venues of arbitration. Although the clause contemplates appointment of the Arbitrator by the petitioner, it is the accepted position that such a clause is inconsistent with the prevailing legal position relating to unilateral appointment of Arbitrators, and an independent Arbitrator would have to be appointed.

5. Disputes having arisen between the parties, the petitioner addressed a legal notice dated 01.09.2025 to the respondents, asserting a claim of approximately Rs. 59 lakhs and invoking the arbitration clause. As the aforesaid notice did not elicit a response, the petitioner has approached this Court under Section 11(6) of the Act.

6. The only objection of Mr. Narayan pertains to a separate Tripartite Agreement dated 14.09.2016 between the parties herein and a builder [M/s. Millenium India Construction], who was building the property for which the respondents had entered into the Agreement. It is submitted by Mr. Narayan that the presence of the builder may also be required for effective adjudication of the disputes. He, therefore, seeks to reserve the respondents' rights to make an application for impleadment before the learned Arbitrator.

7. Although in the reply filed by the respondents, a dispute has been raised as to the jurisdiction of this Court, the matter was passed over to enable Mr. Narayan to take instructions. Upon instructions, he states that the respondents have no objection to the arbitration being seated in Delhi.

8. Having regard to the aforesaid submissions and with the consent of learned counsel for the parties, the petition is disposed of with the following directions:

a. Ms. Nidhi Mohan Parashar, Advocate [Tel: 9953899908] is

This is a digitally signed order.
The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.
The Order is downloaded from the DHC Server on 02/11/2026 at 10:52:02

appointed as the Sole Arbitrator to adjudicate the disputes between the parties arising out of the Agreement.

b. The arbitration will be held under the aegis of the Delhi International Arbitration Centre ["DIAC"], and will be governed by the Rules of DIAC, including as to the remuneration of the learned Arbitrator.

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

9. It is left open to the parties to seek impleadment of any third parties in the arbitrations proceedings, if permissible in law. This Court has made no observations in this regard, and the matter is left to be decided by the learned Arbitrator in accordance with law.

10. The petition, alongwith pending application, is disposed of in terms of the aforesaid.

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

PRATEEK JALAN, J

OCTOBER 28, 2026
"Ni"/KA/

This is a digitally signed order.
The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.
The Order is downloaded from the DHC Server on 02/11/2026 at 10:52:02