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

+ **ARB.P. 229/2026**

TATA CAPITAL HOUSING FINANCE LIMITEDPetitioner

Through: Ms. Taniya Bansal, Advocate

versus

RITU RANI & ANR.Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

12.05.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties, arising out of two Loan Agreements executed between the parties, i.e., Home Loan Agreement dated 16th March, 2022 ("Home Loan Agreement") and Loan Agreement for Additional Facility ("Additional Facility Agreement"), provided in pursuance to the Sanction Letter dated 23rd March, 2022.

2. This Court has recorded *vide* order dated 17th March, 2026 that the respondents already stand served. However, none has appeared on behalf of the respondents despite service.

3. Accordingly, the Court proceeds to deal with the matter.

4. As per the facts on record, the petitioner executed the Home Loan Agreement with the respondents, as per which the petitioner granted a Loan



Facility to the respondents for an amount of Rs. 44,80,000/- (Rupees Forty-Four Lakh Eighty Thousand only). Further, as per the terms of the Home Loan Agreement, the respondents undertook to repay the entire loan amount in a period of 240 months at a rate of interest of 8.5% (floating) per annum.

5. Subsequently, *vide* Sanction Letter dated 23rd March, 2022, the petitioner granted an additional loan facility to the respondents for an amount of Rs. 1,18,510/- (Rupees One Lakh Eighteen Thousand Five Hundred Ten only), which had the same repayment terms as the Home Loan Agreement.

6. It is noted that disputes arose between the parties owing to the respondents' continued default in repaying the due amounts, as per the terms of the Loan Agreements. Therefore, the petitioner issued a Loan Recall Notice dated 16th October, 2025.

7. Pursuant thereto, on account of the respondents not clearing the outstanding dues, the petitioner was constrained to invoke Arbitration and issued the Legal Notice dated 02nd December, 2025, under Section 21 of the Arbitration Act, as per the terms of the Loan Agreements. Further, no response was made to the said Notice by the respondents, despite the Notice being duly served upon the respondents.

8. At this stage, this Court notes the '*Dispute Resolution Clause*', i.e., Clause 12 along with Annexure 1, Serial No. 13 of the Home Loan Agreement entered between the parties, which is reproduced as under:



“xxx xxx xxx

12. Dispute Resolution

If any dispute, difference or claim arises between any of the Obligors and the Lender in connection with the Facility or as to the interpretation, validity, implementation or effect of the Facility Documents or as to the rights and liabilities of the parties under the Facility Documents or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration to be held at the place as mentioned at Serial No.13 of Annexure 1 hereto in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereto and shall be referred to a sole arbitrator to be appointed by the Lender. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the Obligors.

Notwithstanding anything contained hereinabove, the Lender reserves the right to, at its option, also enforce the security under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") or proceed to recover dues from the Obligors under the SARFAESI Act and/or the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 ("DRT Act").

xxx xxx xxx

13) Place of Arbitration (Tick, whichever is applicable)	Delhi / Chennai / Mumbai / Kolkata / Bangalore]
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xxx xxx xxx”

9. Further, this Court also notes the ‘*Jurisdiction*’ clause, i.e., Clause 13 along with Annexure 1, Serial No. 14, in the Home Loan Agreement, which is reproduced as under:

“xxx xxx xxx

13. Jurisdiction

Subject to Clause 12 above, the Parties hereto agree that all disputes arising out of and/or in relation to this Agreement, shall be subject to exclusive jurisdiction of the courts/tribunals as set out in Serial No. 14 of Annexure 1 hereto. The Lender may, however, in its absolute discretion commence any legal action or proceedings arising out of this Agreement in any other court, tribunal or other appropriate forum and the Obligors hereby consent to that jurisdiction.

xxx xxx xxx

14) Jurisdiction (Tick, whichever is applicable)	Delhi / Chennai / Mumbai / Kolkata / Bangalore]
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xxx xxx xxx”

10. Perusal of the aforesaid Clauses, i.e., Clause 12 & Clause 13 read with Annexure 1 of the Home Loan Agreement clearly shows that there is a valid Arbitration Clause between the parties, wherein, the parties have agreed that



the disputes between them shall be resolved by way of arbitration, and in accordance with the provisions of the Arbitration Act.

11. Furthermore, the Home Loan Agreement clearly stipulates that any disputes arising between the parties in relation to the said Agreement, shall be subject to the jurisdiction of the Courts/Tribunals of Delhi/Chennai/Mumbai/Kolkata/Bangalore.

12. This Court further takes note of the Arbitration Clause, i.e., Clause 11, as contained in the Additional Facility Agreement, which reads as under:

11. Arbitration

If any dispute, difference or claim arises between any of the Obligors and the Lender in connection with the Additional Facility or as to the interpretation, validity, implementation or effect of the Facility Documents / this Agreement or as to the rights and liabilities of the parties under the Facility Documents/ this Agreement or alleged breach of the Facility Documents / this Agreement or anything done or omitted to be done pursuant to the Facility Documents / this Agreement, the same shall be settled by arbitration to be held in [Mumbai / Delhi / Kolkata/Chennai] as may be decided by the Lender in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereto and shall be referred to a sole arbitrator to be appointed by the Lender. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the Obligors.

13. The Jurisdiction Clause, i.e., Clause 12 read with Annexure 1, Serial No. 10, of the said agreement, is also reproduced as under:

“xxx xxx xxx

12. Jurisdiction

Subject to Clause 10 above, the Parties hereto agree that all disputes arising out of and/or in relation to this Agreement, shall be subject to exclusive jurisdiction of the courts/tribunals as set out in Serial No. 10 of Annexure 1 hereto. The Lender may, however, in its absolute discretion commence any legal action or proceedings arising out of this Agreement in any other court, tribunal or other appropriate forum and the Obligors hereby consents to that jurisdiction.

xxx xxx xxx

10) Jurisdiction	(Delhi / Chennai / Mumbai / Kolkata)
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xxx xxx xxx”

14. Perusal of the aforesaid Arbitration Clause and Jurisdiction Clause also clearly stipulates that the Arbitration shall be held in Mumbai/Delhi/Kolkata/Chennai, as may be decided and the jurisdiction is



vested in the Courts/Tribunals of the said cities.

15. This Court notes the submissions made by learned counsel for the petitioner that the petitioner has validly chosen 'Delhi' as place of arbitration as well as for jurisdiction for the purposes of both the Loan Agreements entered between the parties.

16. This Court also takes note of the fact that the respondents are situated at Delhi and Noida, Uttar Pradesh. Further, both the Agreements stipulate that the place of execution of the Agreements was in Delhi.

17. At this stage, learned counsel for the petitioner submits that the petitioner has approximate claim of Rs. 47,49,765/- (Rupees Forty-Seven Lakh Forty-Nine Thousand Seven Hundred Sixty-Five only).

18. Considering the aforesaid, this Court is of the view that there are disputes between the parties and there exists valid Arbitration Clauses for adjudication of the disputes between the parties. Thus, there is no impediment to the appointment of a sole Arbitrator.

19. Accordingly, considering the submissions made before this Court, the following directions are issued:

- i) Mr. Gaurav Sharma, Advocate (Mob: +91-9990116727) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- iv. It shall be open to the respondents to raise counter-claims, if any, in



arbitration proceedings.

v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.

vi. The parties shall approach the Arbitrator within two (2) weeks from today.

20. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

21. The petition is disposed of in the aforesaid terms.

22. The Registry is directed to send a copy of this order to learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MAY 12, 2026/au