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

+ **ARB.P. 477/2026**

**TATA CAPITAL LIMITED**

.....Petitioner

Through:

Mr. Nachiketa Suri, Mr. Raj Kumar,  
Mr. Kashish Aggarwal, Ms.  
Shubhangi Singh and Ms. Puja Mann,  
Advs.

Mob: 9999748620

Email:

[nachiketsuri.advocate@gmail.com](mailto:nachiketsuri.advocate@gmail.com)

versus

**BHARAT BHUSHAN SINGHAL**

.....Respondent

Through: None.

**CORAM:**

**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**ORDER**

**23.04.2026**

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1. Office noting shows that the respondent has been served through E-mail by the Registry.
2. However, affidavit of service has also been filed on behalf of the petitioner, as per which, the respondent stands served through other modes.
3. None appears for the respondent, when the matter is called out.
4. Accordingly, this Court proceeds with the matter.
5. The present petition has been filed seeking appointment of an Arbitrator, under Section 11 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), to adjudicate the disputes arising between the petitioner and the respondent in terms of Clause 9 of the Loan Agreement dated 20<sup>th</sup>



May, 2024.

6. Attention of this Court has been drawn to the Clause 9 of the Agreement between the parties, which reads as under:

“XXX XXX XXX

- with the Lender.
9. Arbitration
- 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 by a sole arbitrator to be appointed by any of the following institutions:
- (a) The Council for National and International Commercial Arbitration having its office at Unit No.208, 2nd Floor, Beta Wing, Raheja Towers, Nos.113-134, Anna Salai, Chennai – 600002
  - (b) Centre for Online Resolution of Disputes having its office at F-14, 3rd Cross, Manyata Residency, Manyata Tech Park, Bengaluru – 560045
  - (c) The Centre for Alternative Dispute Resolution Excellence having its office at 107C, Mulberry Woods, Janatha Colony, Carmelaram Station Road, Doddakannelli, Bengaluru -560035.
  - (d) ADR E-Sarvatra Private Limited having its office at 63, Palace Road, Vasanth Nagar, Bengaluru- 560052;
  - (e) Madras Alternate Dispute Resolution Centre (MADRC), having its office at C-40, 2nd Floor, 2nd Avenue, Anna Nagar West, Chennai-600040;
  - (f) Lex Carta Private Limited (Just Act), having its office at T4, 7th Street, Dr VSI Estate Phase 2, Thiruvanniyur, Chennai, Tamil Nadu – 600 041.
  - (g) The Madras Chamber of Commerce & Industry (MCCI), having its office at “Karumuttu Center”, 1st Floor, 634, Anna Salai, Chennai 600 035.
  - (h) Any arbitral institution designated under the provisions of the Arbitration or Conciliation Act, 1996 (“the Act”) or any panel of arbitrators maintained under the provisions of that Act;

xxx xxx xxx”

7. By referring to the aforesaid, learned counsel appearing for the petitioner submits that though the Arbitration Clause between the parties specifies certain institutions in Chennai and Bengaluru, which shall appoint the sole Arbitrator, however, as per the *Clause h*, as aforesaid, any Arbitral Institution designated under the provisions of the Arbitration Act, or any panel of Arbitrator maintained under the provisions of the said Act, shall also be valid appointment of an Arbitrator.

8. He, thus, submits that the present petition has been filed before this Court with prayer that the matter be referred to Delhi International Arbitration Centre (“DIAC”), for appointment of an Arbitrator.

9. Learned counsel appearing for the petitioner submits that the approximate claim as raised by the petitioner is to the tune of Rs. 18,59,279/-.



10. Learned counsel appearing for the petitioner further draws the attention of this Court to Clause 13 and 14, wherein, the place of arbitration has been specified as Delhi/Calcutta/Chennai/Kochi, and the jurisdiction clause also confers jurisdiction upon the Courts in Delhi/Calcutta/Chennai/Kochi.

11. Thus, learned counsel appearing for the petitioner submits that the petitioner has validly given his choice and has chosen Delhi, as the place of arbitration, as well as for the purposes of jurisdiction.

12. Considering the submissions made before this Court, following directions are issued:

- (i) The Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (referred to as the 'DIAC') shall appoint the Sole Arbitrator to adjudicate the disputes between the parties.
- (ii) The arbitration will be held under the aegis and rules of the DIAC.
- (iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- (iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference.
- (v) It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
- (vi) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by



the learned arbitrator.

(vii) The parties shall approach the learned Arbitrator within two weeks from appointment of the Arbitrator.

13. It is made clear that this Court has not expressed any opinion on the merits of the case.

14. Accordingly, the present petition is disposed of in the aforesaid terms.

15. The Registry is directed to send a copy of this order to the Secretary, DIAC for information and compliance.

**MINI PUSHKARNA, J**

**APRIL 23, 2026/SK**