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

+ **ARB.P. 529/2026**

TATA CAPITAL HOUSING FINANCE LIMITEDPetitioner

Through: **Mr. Sumit Goswami, Adv.**

versus

MRS. SANJU DEVI & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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28.04.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [in short, 'Act'] seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties under the loan agreement dated 21.02.2018. Clause 12.11 is the arbitration clause.
2. The disputes having arisen between the parties, the petitioner invoked arbitration clause by giving a legal notice dated 30.12.2025, which did not elicit any response. The petitioner has, therefore, approached this Court under Section 11(6) of the Act.
3. Notice in the present petition was issued by this Court *vide* order dated 30.03.2026.
4. Mr. Sumit Goswami, learned counsel appearing on behalf of the petitioner submits that the affidavit of service has been filed *vide* E-Diary No.188868/2026. The original copy of the said affidavit has been handed over across the Bar, the same is taken on record.
5. A perusal of the affidavit of service reveals that the respondents have



been served through speed-post. Besides that, respondent no.2 has also been served through ordinary process with a *dasti* notice. The photograph showing respondent no.1 receiving *dasti* notice from the officer of petitioner/bank has been placed on record. Likewise, the notice which has been served upon respondent no.2 also bears his signatures.

6. In view of the above, the respondents are taken to have been served. There is no representation on behalf of the respondents despite service.

7. At the stage of proceedings under Section 11 of the Act, the Court only requires to satisfy itself, *prima facie*, as to the existence of the arbitration agreement. All other questions are to be left to the determination of the learned Arbitrator.

8. The material on record, particularly Clause 12.11 of the Loan Agreement dated 21.02.2018, *prima facie*, demonstrates that an arbitration agreement exists between the parties. The respondents have also not appeared to controvert this position.

9. The petition is, therefore, allowed and the dispute between the parties is referred to arbitration of Mr. Abhishek Mohan Goel, Advocate, [Mobile 9172569818].

10. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.

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

12. Further, since respondents are not represented before this Court, it is made clear that respondents be also served in accordance with the rules of



DIAC in the arbitration proceedings.

13. All rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

14. The petition stands disposed of.

VIKAS MAHAJAN, J

APRIL 28, 2026

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