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

+ **ARB.P. 610/2026**

TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Varun Kumar and Mr. Rohit
Kumar, Advocates.

versus

PR SALES AGENCY AND ANR.

.....Respondents

Through: Ms. Lavanya Dhawan, Mr. Anuj
Malik and Mr. Shrey Arora,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **08.05.2026**

1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Agreement for Working Capital Demand Loan dated 31.10.2023 (*hereinafter referred to as 'the Agreement'*).

2. It is stated that under the said Agreement, the Petitioner herein, which is a non-banking financial company, sanctioned a Working Capital Demand Loan Facility of Rs.50,00,000/- to the Respondents herein *vide* Sanction Letter dated 18.09.2023. It is stated that disputes arose between the parties as the Respondents herein defaulted in repayment of the said loan. It is stated that Clause 12 of the Agreement contains an Arbitration Clause which provides that disputes arising between the parties under the Agreement shall be decided by means of Arbitration and the parties have decided the seat of



Arbitration as Delhi.

3. It is stated that Notice under Section 21 of the Arbitration Act was issued by the Petitioner on 14.08.2025. It is stated that the Respondent *vide* its letter dated 21.08.2025 replied to the Notice under Section 21. It is stated that since the parties were not able to appoint an Arbitrator by mutual consent, the Petitioner herein approached this Court by filing ARB.P.1592/2025 seeking appointment of an Arbitrator in terms of Clause 12 of the Agreement. It is stated that a Co-ordinate Bench of this Court *vide* Order dated 22.11.2025 allowed the said Petition by appointing Mr. Udai Khanna, Advocate, as the Sole Arbitrator to adjudicate upon the inter se disputes between the parties. However, since the Arbitrator appointed by this Court did not possess the requisite eligibility criteria of having 10 years of experience as an advocate specifically provided in Clause 12 of the Agreement, the Petitioner herein filed another Petition, being O.M.P. (T) (COMM.) No.1/2026, under Section 14 read with Section 15 of the Arbitration Act, seeking appointment of a substitute Arbitrator. It is stated that the said Petition was disposed of by this Court *vide* Order dated 17.03.2026 whereby the mandate of the learned Arbitrator was terminated and liberty was given to the Petitioner to file a fresh Petition under Section 11 of the Arbitration Act for appointment of a new Arbitrator in terms of Clause 12 of the Agreement to adjudicate upon the inter se disputes between the parties. The Petitioner has, thereafter, approached this Court by filing the present Petition.

4. Notice in the present petition was issued on 08.04.2026.

5. Ms. Lavanya Dhawan, learned Counsel enters appearance on behalf of the Respondents.



6. In view of the fact that disputes have arisen between the Parties and the Agreement contains an arbitration clause at Clause 12, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

7. Accordingly, Mr. Shyam Nandan, Advocate (Mob. No. 9654848621) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre [“**DIAC**”] and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration and Conciliation Act, 1996, within two weeks from the date of entering into reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to state, nothing in this Order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. The Petition stands disposed of in the above terms, along with pending Application(s), if any.

SUBRAMONIUM PRASAD, J

MAY 08, 2026

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