$~14

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

\# **CNR No. DLHC010173132026**

\+ ARB.P. 725/2026

M/S TATA CAPITAL LTD .....Petitioner

Through: Mr. Sunil Sehrawat, Advocate.

versus

FERMIUM CONSTRUCTIONS LLP AND ANR.....Respondents

Through: Mr. Vishal Sharma, Advocate.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

O R D E R

% 05.10.2026

I.A. 11095/2026 *(Exemption)*

1. Allowed, subject to all just exceptions.

2. Application stands disposed of.

ARB.P. 725/2026

3. This petition is filed on behalf of the Petitioner under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 (1996 Act) seeking appointment of the Sole Arbitrator.

4. To the extent relevant, the pleaded case of the Petitioner is that Respondent entered into a Loan Agreement with the Petitioner on 07.11.2023 for obtaining business loan and pursuant thereto, Petitioner sanctioned loan of Rs.35,15,000/- on 09.11.2023. Respondent failed to repay the loan amount and Loan Recall Notice was issued by the Petitioner on 18.10.2025, however, the outstanding dues were not paid and hence, Petitioner sent notice invoking arbitration on 08.01.2026 in light of Arbitration Clause 9 in the Loan Agreement.

5. Learned counsel appearing for the Respondents candidly does not

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 13/10/2026 at 09:54:22

dispute the existence of the Arbitration Agreement *albeit* claims of the Petitioner are denied on merits.

6. The scope and ambit of the jurisdiction of a Referral Court under Section 11 of 1996 Act is confined to examining the existence of an arbitration agreement between the parties to the dispute. ***[Ref.: In Re: Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, (2024) 6 SCC 1*** and ***SBI General Insurance Company Limited v. Krish Spinning, 2024 SCC OnLine SC 1754].*** As the existence of Arbitration Agreement in the Business Loan Agreement is not disputed, there is no impediment in appointing the Arbitrator in terms of Clause 9.

7. Accordingly, this petition is allowed. Delhi International Arbitration Centre ('DIAC') is requested to appoint a Sole Arbitrator to adjudicate the disputes between the parties as per DIAC Rules and fee of the Arbitration shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules, 2018.

8. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

9. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

10. It will be open to the Respondents to file a counter claim, if any.

11. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

OCTOBER 5, 2026/YA

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 13/10/2026 at 09:54:22