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

+ **ARB.P. 847/2026**

TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Nachiketa Suri, Mr. Raj Kumar,
Mr. Kashish Aggarwal, Advs.

versus

AJAY KUMAR & ANR

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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11.05.2026

I.A. 13013/2026 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 847/2026

1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996 for appointment of an Arbitrator to adjudicate the disputes between the parties under the Loan Agreement dated 22.05.2025.
2. The facts of the case reveal that the Respondents approached the Petitioner, which is a Non-Banking Financial Company (NBFC), for grant of loan. It is stated that a sum of Rs.30,21,382/- was advanced by the Petitioner to the Respondents.
3. It is stated that since the Respondents failed in repayment of loan, the Petitioner issued a Loan Recall Notice dated 19.02.2026 recalling the entire loan amount.



4. It is stated that since the Respondents did not repay the loan amount, the Petitioner issued notice dated 05.03.2026 under Section 21 of the Arbitration & Conciliation Act in terms of Clause 9 of the Loan Agreement, which provides for an arbitration clause. Clause 9 of the Loan Agreement reads as under:-

“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, AnnaSalai, 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, Carmeleram Station Road, Doddakanneli, 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, Thiruvannmiyur, 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:

hereinafter referred to as (“Institution”) in accordance with the rules of the Institution as prevailing and as amended from time to time.

The arbitration proceedings shall be based on documents only which shall be conducted through exchange of e-mail and/or any other mode of electronic communication as permitted by the rules of the Institution or through an online dispute resolution by the web portal offered by the Institution. The parties hereby agree that the arbitral proceeding shall be conducted in electronic mode and all pleadings and documents will be exchanged electronically. There shall be no in-person and/or oral hearings except in certain exceptional circumstances as the sole arbitrator may deem fit upon the request of either of the parties. In such instances, the hearings shall be conducted virtually at the sole discretion of the arbitrator. The seat of arbitration for all purposes shall be deemed to be such place as mentioned in Annexure I of the Agreement. The language of arbitral



proceedings shall be English.

In the event the arbitrator to whom the matter is originally referred, resigns or dies or is unable to act for any reason, the Institution shall appoint another person in his/her place to act as arbitrator who shall proceed with the reference from the stage at which it was left by his/her predecessor.

The arbitrator so appointed shall have the power to pass an award and also to pass interim orders/directions as may be appropriate to protect the interest of the parties pending resolution of the dispute. A certified copy of the award passed by the arbitrator, a digitally signed copy of the same or a scan copy of the same shall be sent to the parties through e-mail or any other electronic mode including the web portal as the Institution deems fit which shall be considered as a signed copy.

All notices, processes and communications between the parties with respect to the arbitration proceedings shall be through e-mail or any other mode of communication permitted by the Institution notwithstanding the notice clause contained in the Agreement which shall continue to apply to all other communications between the parties.

It shall be the responsibility of the Lender and Obligor(s) to maintain sufficient space in the e-mail account and/or in any other mode of electronic account(s) and also to have supporting applications/software in their computer/mobile/any other electronic device to access the electronic documents sent to them. It shall also be the responsibility of the Lender and Obligor (s) to save the emails in the address book. The delivery of emails to spam, promotion, etc., shall also be a deemed delivery.

The courts at such place as mentioned in Annexure 1 of the Agreement shall have exclusive jurisdiction in



respect of matters arising hereunder including any petition for appointment of an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996 / application for setting aside the award/appeal and the Lender/ Obligor(s) shall not object to such jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modifications or re-enactment thereof for the time being in force. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Borrower. ”

5. A perusal of the said Clause reveals the mechanism whereby the Petitioner has to approach any of the arbitral institutions mentioned in the said Clause before filing the instant petition.
6. Confronted with this, learned Counsel for the Petitioner seeks permission to withdraw the present petition and approach any of the arbitral institutions as mentioned in Clause 9 of the Loan Agreement with liberty to approach this Court in case the arbitral institutions does not adhere to the request of the Petitioner.
7. Permission and liberty, as prayed for, is granted.
8. The petition is disposed of as withdrawn along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MAY 11, 2026

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