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

\# **CNR No. DLHC010353012026**

\+ ARB.P. 1335/2026

TATA CAPITAL LIMITED .....Petitioner

Through: Mr. Nachiketa Suri, Mr. Raj Kumar and Mr. Shivam Pandey, Advocates.

versus

A K SHARMA .....Respondent

Through: None.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 05.10.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996[1] seeking appointment of a Sole Arbitrator to adjudicate the disputes arising between the parties under the Loan Agreement dated 22.03.2023.

2. Clause 9 of the Loan Agreement contains the arbitration Clause and reads as follows:

> *"**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 of effect of the Facility Documents or as to the rights and liabilities of the parties under the Facility Documents or alleged breach of the Family Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration to be held at the place as mentioned at Serial No.13 of Annexure 1 hereto in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereto and shall be referred to a sole arbitrator to be appointed by the Lender. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the Obligors."*

[1] "Act" hereinafter

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3. The Petitioner has also sent a notice dated 02.07.2026 in terms of Section 21 of the Act.

4. On the last date of hearing, notice was issued to the Respondent.

5. On a perusal of the affidavit of service filed on 30.09.2026, it appears that the notice has been duly served to the Respondent.

6. Today, none appears on behalf of the Respondent.

7. The tracking details placed on record establishes that the Respondent has been duly served. The same is reproduced below for reference:

Department of Posts
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Generated through Indiapost website on: 30/9/2026, 5:09:43 pm

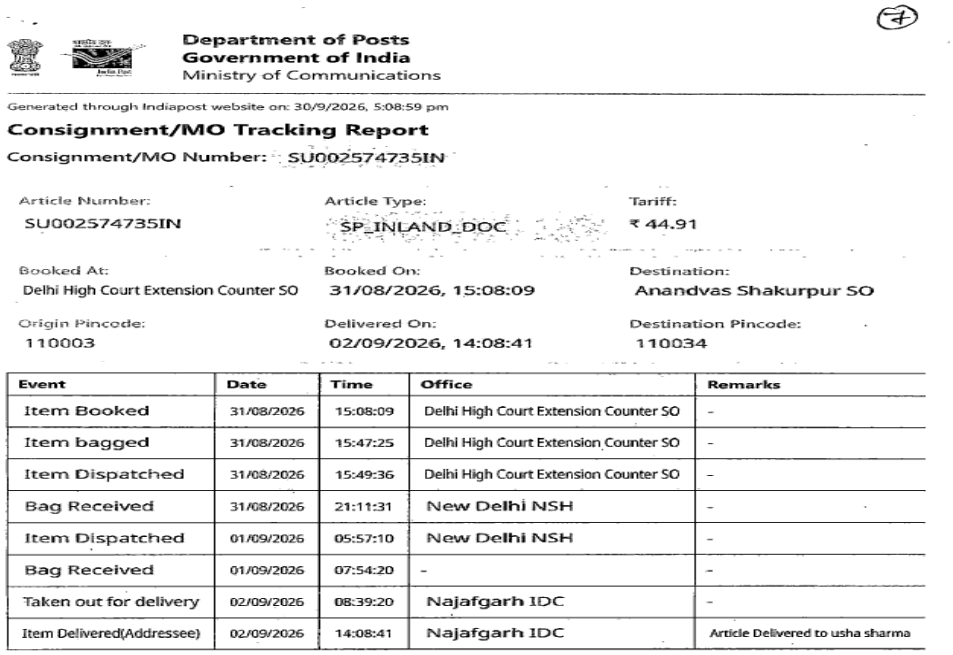
Consignment/MO Tracking Report

Consignment/MO Number: SU002574727IN

Article Number:	Article Type:	Tariff:
SU002574727IN	SP_INLAND_DOC	₹ 44.91
Booked At:	**Booked On:**	**Destination:**
Delhi High Court Extension Counter SO	31/08/2026, 15:08:09	Arjun Park PO
Origin Pincode:	**Delivered On:**	**Destination Pincode:**
110003	02/09/2026, 14:08:16	110043

Event	Date	Time	Office	Remarks
Item Booked	31/08/2026	15:08:09	Delhi High Court Extension Counter SO	-
Item bagged	31/08/2026	15:47:25	Delhi High Court Extension Counter SO	-
Item Dispatched	31/08/2026	15:49:36	Delhi High Court Extension Counter SO	-
Bag Received	31/08/2026	21:11:31	New Delhi NSH	-
Item bagged	01/09/2026	04:51:31	New Delhi NSH	-
Item Dispatched	01/09/2026	05:57:10	New Delhi NSH	-
Bag Received	01/09/2026	07:54:20	-	-
Taken out for delivery	02/09/2026	08:39:20	Najafgarh IDC	-
Item Delivered(Addressee)	02/09/2026	14:08:16	Najafgarh IDC	Article Delivered to usha

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Signing Date:08.10.2026 10:47:04



Department of Posts
Government of India
Ministry of Communications

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Consignment/MO Tracking Report

Consignment/MO Number: SU002574735IN

Article Number:	Article Type:	Tariff:
SU002574735IN	SP_INLAND_DOC	₹ 44.91
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Delhi High Court Extension Counter SO	31/08/2026, 15:08:09	Anandvas Shakurpur SO
Origin Pincode:	**Delivered On:**	**Destination Pincode:**
110003	02/09/2026, 14:08:41	110034

Event	Date	Time	Office	Remarks
Item Booked	31/08/2026	15:08:09	Delhi High Court Extension Counter SO	-
Item bagged	31/08/2026	15:47:25	Delhi High Court Extension Counter SO	-
Item Dispatched	31/08/2026	15:49:36	Delhi High Court Extension Counter SO	-
Bag Received	31/08/2026	21:11:31	New Delhi NSH	-
Item Dispatched	01/09/2026	05:57:10	New Delhi NSH	-
Bag Received	01/09/2026	07:54:20	-	-
Taken out for delivery	02/09/2026	08:39:20	Najafgarh IDC	-
Item Delivered(Addressee)	02/09/2026	14:08:41	Najafgarh IDC	Article Delivered to usha sharma

8. In view thereof and considering that the Respondent has chosen not to participate in the present proceedings, despite sufficient service, this Court is constrained to proceed *ex-parte*.

9. It is well settled that, while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement[2].

10. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties. Therefore, this Court finds no impediment in appointing a Sole Arbitrator.

11. Accordingly, Mr. Vidhan Malik, Advocate (Mob. No.9971178860) is appointed as a learned Sole Arbitrator to

[2] **SBI General Insurance Co. Ltd. v. Krish Spinning 2024 SCC OnLine SC 1754**

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adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within three weeks from today.

12. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within three weeks of entering reference.

13. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre ("DIAC"). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

14. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

15. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

16. The Registry is directed to send a receipt of this order to Mr. Vidhan Malik, learned Arbitrator through all permissible modes including email.

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17. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

OCTOBER 5, 2026/pa

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