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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1102/2025

TATA CAPITAL LIMITED

.....Petitioner

Through: Mr. Nachiketa Vijay Suri, Mr. Rajkumar, Mr. Kashish Aggarwal, Mr. Bharat and Ms. Shubhani Singh, Advocates.

versus

SUKHDEV SINGH AND ANR.

.....Respondents

Through: Mr. Hemant Dixit, Advocate for R-1.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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17.03.2026

1. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 [in short, 'Act'], the petitioner seeks appointment of an arbitrator to adjudicate the dispute between the parties under the Loan Agreement [hereinafter, 'the Agreement'] dated 30.01.2023.
2. The Agreement provides for resolution of disputes by arbitration. Clause 13 of the Agreement is an arbitration clause. The seat of arbitration is at Delhi and the agreement also provides that the Courts in Delhi shall have exclusive jurisdiction in relation to the disputes under the Agreement.
3. Disputes having arisen between the parties, the petitioner invoked the arbitration clause by giving a notice dated 03.01.2025, however, the same did not elicit any response. The petitioner has, therefore, approached this Court under Section 11(6) of the Act. Notice in the petition was issued *vide* order dated 29.07.2025.



4. Mr. Hemant Dixit, Advocate had entered appearance on behalf of the respondent no. 1 on 19.09.2025, and had sought time to obtain a copy of the petition from the learned counsel for the petitioner.

5. Mr. Kashish Aggarwal, learned counsel for the petitioner submits that the counsel for the respondent no.1 has not approached him for a copy of the petition.

6. Fresh Notice was also issued to the respondent no.2 *vide* order dated 13.02.2026. The Service Report shows that the respondent no. 2 has been served. However, there is no representation on behalf of the respondent no. 2

7. At the stage of proceedings under Section 11 of the Act, the Court is only required 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. The material on record and particularly the Arbitration clause in the Loan Agreement demonstrates *prima facie* that that the arbitration agreement exists between the parties. The respondents have also not appeared to controvert this petition.

8. The petition is, therefore, allowed.

9. At this stage, Mr. Nachiketa Vijay Suri, learned counsel appearing on behalf of the petitioner submits that arbitrator to be appointed in terms of the arbitration clause must have experience of at least 10 years as an advocate.

10. The dispute between the parties is, therefore, referred to the arbitration of Mr. Sandeep Kumar, Advocate [Mob. 8899592346, Email: sandeepadvocatedhc@gmail.com and Enrolment no. D/2462/2013], who is present in the Court.

11. 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.

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

13. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

14. As respondent no.2 has not entered appearance in these proceedings, it is made clear that respondent no.2 must be served in accordance with DIAC Rules in the arbitration proceedings.

15. Petition stands disposed of.

VIKAS MAHAJAN, J

MARCH 17, 2026
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