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

+ **ARB.P. 1933/2025**

TATA CAPITAL HOUSING FINANCE LIMITED.....Petitioner

Through: Ms. Shimpay Sharma and Mr. Mohd. Aslam, Advs.

versus

MR. ROSHAN LAL KRISHNIYA & ORS.Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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06.02.2026

1. By way of present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act) the petitioner seeks appointment of an Arbitrator to adjudicate the disputes between the parties under the loan agreement dated 28.02.2018.

2. The said agreement provides for resolution of disputes by arbitration. Clause 12.11 of the agreement is the arbitration clause, which reads thus:

“12.11 Dispute Resolution

In the event of any dispute, difference or claims arising directly and indirectly out of this Agreement or in relation to any other documents executed in connection with the Loan or otherwise, the Parties undertake to use all reasonable endeavours to resolve such disputes amicably. If dispute and differences and/or claims cannot be settled amicably, then all disputes and differences and/or claims arising between the Parties hereto in connection with this Agreement or interpretation hereof or anything done or omitted to be done pursuant hereto or the performance or non-



performance of this Agreement shall be referred to arbitration. Such disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in Mumbai/Delhi/Kolkata/Chennai in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement therefor and shall be referred to a sole arbitrator to be appointed by the Lender (hereinafter referred to as “Arbitrator”) and the Arbitrator’s award shall be final and binding on both the Parties hereto. The parties agree to have their dispute resolved by fasttrack procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996. In the event of death, refusal, neglect, inability, or incapability of the person so appointed to act as an Arbitrator, the Lender shall appoint a new Arbitrator. The award including interim award/s of the arbitration shall be final, conclusive and binding on all parties concerned.

*Notwithstanding anything contained hereinabove, the Lender reserves the right to, at its option, also enforce the security under the Securitization and Reconstruction of Financial Assets and enforcement of Security Interest Act, 2002 (“**SARFAESI Act**”) or proceed to recover dues from the Borrower under the SARFAESI Act and/or the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (“**DRT Act**”).”*

3. The learned counsel appearing on behalf petitioner also invites attention of the Court to the jurisdiction Clause i.e. Clause 12.13, which reads thus:

“12.13 Jurisdiction

The Borrower agrees that, subject to the provisions of Clause 12.11 above, the courts of Mumbai or the venue of arbitration decided by the Lender in accordance with Clause 12.11 above alone shall have the exclusive jurisdiction to entertain and try all matters arising from and out of the Loan Documents.”



4. Referring to the said clauses she submits that this Court has the jurisdiction to appoint an arbitrator.
5. She places reliance on the decision of coordinate bench of this Court in ***Tata Capital Housing Finance Limited vs. Beena Sharma and Another, 2024 SCC OnLine Del 7859.***
6. Having regard to the above noted clauses, as well as, the decision of coordinate bench of this Court in ***Tata Capital Housing Finance Limited (supra)***, the present petition is allowed.
7. Accordingly, the disputes between the parties are referred to arbitration of Mr. Himanshu Pathak, Advocate [Mob.: 9643121390].
8. The arbitration shall be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and will be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.
9. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
10. It is made clear that all rights and contentions of the parties including with regard to limitation are left open for adjudication by the learned Arbitrator.
11. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 6, 2026/N.S. ASWAL