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

\+ O.M.P.(I) (COMM.) 530/2025

POONAWALLA FINCORP LIMITED .....Petitioner

Through: Mr. Joginder Sukhija, Ms. Harshita Sukhija and Mr. Aashrit, Advs.

versus

TRUCAP FINANCE LIMITED THROUGH ITS DIRECTORS .....Respondent

Through: Mr. Utkarsh Joshi, Mr. Sharan Mukherji, Mr. Sudarshana Bandyopadhyay, Mr. Vinay Thakur and Mr. Ankit Kumar, Advs.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

<u>O R D E R</u>

% **01.04.2026**

1. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 [in short, 'Act'] seeking interim measures.

2. The disputes having arisen between the parties under the Credit Facility-cum-Hypothecation Agreements dated 30.09.2023, 28.05.2024 and 19.09.2024 [hereinafter referred to as 'Credit Facility Agreements'], the petitioner invoked arbitration *vide* Loan Recall Notice dated 24.10.2025.

3. Clause 24.2 of the Credit Facility Agreements provides for resolution of disputes by a Sole Arbitrator and reads thus:

> *"24.2 All claims, disputes, differences or questions of any nature arising between the Parties, whether during or after the termination of this Agreement, in relation to the construction, meaning or interpretation of any term used or clause of this Agreement or as to the rights, duties,*

liabilities of the parties arising out of this Agreement, shall be resolved through a sole arbitrator to be appointed by the Parties under the Arbitration and Conciliation Act, 1996 (as may be amended from time to time). The arbitration proceedings shall be conducted preferably through online means or otherwise through conventional means in English language. The arbitral award shall be final and binding on the Parties. The seat and venue of arbitration shall be New Delhi or as per the discretion of the Lender (for both conventional as well as online mode)."

4. Mr. Utkarsh Joshi, learned counsel appearing on behalf of the respondent does not dispute the arbitration clause, as well as, the jurisdiction of this Court.

5. However, he contends that the matter may be referred to mediation for exploring amicable resolution to the disputes, before the same is referred to mediation. Ms. Sukhija submits that she has no objection, if such a course is adapted.

6. Accordingly, without prejudice to the rights and contentions of the parties, the matter is referred to mediation under the aegis of Delhi High Court Mediation & Conciliation Centre [in short, 'Centre'] to explore the possibility of an amicable settlement.

7. The parties are directed to appear before the Centre on 09.04.2026 at 03.30 P.M.

8. In case no settlement is arrived at between the parties within a period of four weeks or such further extended time as the parties may jointly agree, the matter shall stand referred to arbitration.

9. In view of the above, the present petition is disposed of with the following directions:

(i) The disputes between the parties under the Credit Facility Agreements will stand referred to the Arbitral Tribunal comprising of a Sole Arbitrator if parties are unable to reach an amicable settlement within four weeks or till the further extended time as the parties may agree.

(ii) Mr. Amit Tiwari, Advocate (Mobile No: 8527271621) is appointed as the Sole Arbitrator, to adjudicate the disputes between the parties.

(iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi [hereinafter, referred to as the 'DIAC']. The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

(iv) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the Act prior to entering upon the reference.

(v) It is made clear that all the rights and contentions of the parties are left open for adjudication by the learned arbitrator.

(vi) The parties shall approach the DIAC within two weeks thereafter, in case of failure to reach an amicable settlement.

VIKAS MAHAJAN, J

APRIL 1, 2026/aj