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

CNR No. DLHC010912002025

+ **ARB.P. 1942/2025**

TATA CAPITAL LIMITED

.....Petitioner

Through: Ms. Ragini Kapoor, Advocate.

versus

SHRI ANAND SALES AND CORPORATION AND ANR

.....Respondents

Through: Ms. Deepshikha, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **06.08.2026**

1. The present petition has been filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator.
2. The present petition has been preferred for appointment of an arbitrator in terms of Clause 13 of the Loan-Cum-Guarantee Agreement dated 13.08.2024 executed between the petitioner and the respondents, Shri Anand Sales & Corporation (respondent no. 1) and Ms. Rekha Chawla (respondent no.2).
3. It is stated that the petitioner which is the non-banking financial company sanctioned a Channel Finance Facility of Rs.25,00,000/-, in favour of respondent no. 1, whereby, *vide* sanction letter dated 07.08.2024, the loan facility was disbursed. The role of respondent no. 2 insofar as the transaction is concerned is in the nature of a Personal Guarantor for the loan facility who is stated to have executed necessary documents confirming the unconditional guarantee.
4. It is stated on account of certain defaults in repayment schedule, the



petitioner sent multiple reminders for regularisation of the account. On failure of some response, the petitioner issued a legal notice dated 16.10.2025, recalling loan and simultaneously invoking the Arbitration in terms of Clause 13 of the Loan-Cum-Guarantee Agreement. According to the petitioner, as on the date of filing of the petition, a sum of Rs.26,78,127/- was outstanding and payable.

5. Heard learned counsel for the parties.

6. Learned counsel appearing on behalf of the respondents, states that the respondents shall have no objection to the appointment of an Arbitrator. However, she requests that the arbitration proceedings may be conducted under the *aegis* of Delhi International Arbitration Centre (DIAC).

7. Learned counsel appearing on behalf of the petitioner has no objection thereto.

8. Parties are *ad idem* that the Arbitration Clause is contained in Clause 13 of the Loan Facility Agreement. The same is extracted as under:

“13. 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 these T &Cs 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 as per the procedure below and to be held at such place as agreed by the Parties in Serial No. 17 of Annexure 1 hereto of the Agreement. The Party invoking the arbitration ("Claimant") shall address a notice to the other Party ("Respondent") suggesting the names of not more than three arbitrators, all of whom shall be either retired judges of the District Court, High Court or the Supreme Court or a lawyer having minimum 10 years' relevant experience. The Respondent shall either:

(i) Confirm in writing acceptance of one amongst the proposed names as the sole arbitrator to the Claimant within a period of ten (10) days from the date of notice ("Notice Period"); or

(ii) Convey objection, if any, in writing to the Claimant, against the proposed names of the sole arbitrator within the said Notice Period.



However, if the Claimant does not receive any response from the Respondent within the said Notice Period, the Claimant shall be entitled to nominate any one person from amongst the proposed three names as the sole arbitrator and such arbitrator shall be deemed to be appointed by both the Parties. In the event, the Respondent conveys its objection as per (ii) above then the sole arbitrator will be appointed by a Court having 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 arbitration proceeding shall be conducted in English language. The award of the arbitrator shall be final and binding on all Parties concerned. The cost of arbitration shall be borne by the Obligor."

9. It is also not disputed that the seat and venue of Arbitration is Delhi which is made clear by the reference to the annexure to the Loan-Cum-Guarantee Agreement particularly Clauses 17 and 18 which describes the place of arbitration as Delhi and the jurisdiction is also vested in Delhi.

10. Having regard to the aforesaid, as also to the fact that the respondents do not have any objection in appointment of an Arbitrator, the petition is allowed.

11. Accordingly, Mr. Devika Mehia (Ph: 9871469262) is appointed as an Arbitrator. The arbitration proceedings shall be carried out under the aegis of the Delhi International Arbitration Centre (DIAC), Delhi High Court.

12. The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

13. The parties shall approach the learned Arbitrator within two weeks from date.

14. Let the copy of this order be sent to the Secretary, Delhi International Arbitration Centre as well as the learned Arbitrator forthwith.

15. Petition is disposed of in the aforesaid terms.

TUSHAR RAO GEDELA, J

AUGUST 6, 2026/ar