



2026:DHC:7867



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010281932026**+ **ARB.P. 1053/2026 & I.A. 23024/2026****TATA CAPITAL LIMITED**PetitionerThrough: **Mr. Varun Kumar and Ms.
Ragini Kapoor, Advocates.**

versus

BABA DEEP SINGH SP ARE CENTER AND ANR

.....Respondents

Through:

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CNR No. DLHC010294832026+ **ARB.P. 1123/2026 & I.A. 23018/2026****TATA CAPITAL LIMITED**PetitionerThrough: **Mr. Varun Kumar and Ms.
Ragini Kapoor, Advocates.**

versus

BABA DEEP SINGH SPARE CENTER AND ANR

.....Respondents

Through:

CORAM:**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****ORDER(ORAL)**% **09.09.2026**

1. These instant petitions have been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for resolution of disputes arising out of Agreement for Unsecured Loan dated 28.08.2024 and 04.11.2022 respectively.

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Page 1 of 5



2026:DHC:7867



2. On the last date of hearing, this Court had passed the following order:

"1. It is submitted that despite sufficient service, no one has put in appearance on behalf of the Respondents.

2. In the interest of justice, adverse orders are differed.

3. It is made clear that if on the next date of hearing, no one appears on behalf of the Respondents, this Court shall proceed to decide the matter in accordance with law.

4. List and connect along with ARB.P. 1053/2026 on 09.09.2026."

3. It is well settled that the scope of inquiry at the Section 11 stage is confined to the *prima facie* existence of an arbitration agreement.

4. In the present case, the arbitration clause in the agreement is Clause 10 of the arbitration agreement in ARB.P. 1053/2026 and Clause 12 in ARB.P. 1123/2026, which read thus:

Clause 10 in ARB.P. 1053/2026

"10. 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. 12(a) 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

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Page 2 of 5



2026:DHC:7867



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.

Clause 12 in ARB.P. 1123/2026

"12. 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. 12(a) 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

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Page 3 of 5



2026:DHC:7867



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."

5. The claimed amount in ARB. P. 1053/2026 is stated to be Rs. 8,37,728.13/- and in ARB. P. 1123/2026 is stated to be Rs. 63,76,982/-.

6. Therefore, this Court finds no impediment in appointing a Sole Arbitrator.

7. Accordingly, Mr. Sanjay Vashishtha, Advocate (Mob. No. 9999753811) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.

8. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required

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19:11:05

Page 4 of 5



2026:DHC:7867



under Section 12(2) of the Act within two weeks of entering reference.

9. 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.

10. 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.

11. 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.

12. The Registry is directed to send a receipt of this order to Mr. Sanjay Vashishtha, learned Arbitrator through all permissible modes including email.

13. Accordingly, the present petitions are disposed of in the above terms.

OM PRAKASH SHUKLA, J

SEPTEMBER 9, 2026/pa