



2026:DHC:8245



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

CNR No. DLHC010282292026

+ **ARB.P. 1064/2026 & I.A. 17071/2026**

M/S TATA CAPITAL LTD

.....Petitioner

Through: **Mr. Sunil Sehrawat, Advocate.**
versus

PAWAN KUMAR

.....Respondent

Through: **Mr. Saransh Chaturvedi and**
Mr. Lakshay Kumar,
Advocates.

CORAM:

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% **23.09.2026**

1. The present petition has been filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996¹ seeking appointment of an Arbitrator for the resolution of disputes arising out of Loan Agreement dated 27.11.2024 executed between the parties herein.

2. According to the Petitioner, the Respondent has committed defaults in its payment obligations and claims an amount of Rs.18,27,575/-.

3. It is submitted that both parties are *ad idem* that the matter can be referred to arbitration.

4. It is well settled that while exercising jurisdiction under Section

¹ "Act" hereinafter



11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of a valid arbitration agreement.

5. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties. Clause 9 of the loan agreement contains the arbitration agreement. The same is reproduced hereinbelow:

“9. 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 the Facility Documents 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 by any of the following institutions:

- (a) The Council for National and International Commercial Arbitration having its office at Unit No.208, 2nd Floor, Beta Wing, Raheja Towers, Nos. 113-134, Anna Salai, Chennai – 600002*
- (b) Centre for Online Resolution of Disputes having its office at F-14, 3rd Cross, Manyata Residency, Manyata Tech Park, Bengaluru -560045*
- (c) The Centre for Alternative Dispute Resolution Excellence having its office at 107C, Mulberry Woods, Janatha Colony, Carmeleram Station Road, Doddakanneli, Bengaluru - 560035.*
- (d) ADR E-Sarvatra Private Limited having its office at 63, Palace Road, Vasanth Nagar, Bengaluru-560052;*
- (e) Madras Alternate Dispute Resolution Centre (MADRC), having its office at C-40, 2nd Floor, 2nd Avenue. Anna Nagar West Chennai-600040;*
- (f) Lex Carta Private Limited (Just Act), having its office at T4, 7th Street, Dr VSI Estate Phase 2, Thiruvanmiyur, Chennai, Tamil Nadu - 600 041.*
- (g) The Madras Chamber of Commerce & Industry (MCCI), having its office at “Karumuttu Center”, 1st Floor, 634, Anna Salai, Chennai 600 035.*
- (h) Any arbitral institution designated under the provisions of the Arbitration or Conciliation Act, 1996 (“the Act”) or any panel of arbitrators maintained under the provisions of that Act; hereinafter referred to as (“Institution”) in accordance with the*



rules of the Institution as prevailing and as amended from time to time.

The arbitration proceedings shall be based on documents only which shall be conducted through exchange of e-mail and/or any other mode of electronic communication as permitted by the rules of the Institution or through an online dispute resolution by the web portal offered by the Institution. The parties hereby agree that the arbitral proceeding shall be conducted in electronic mode and all pleadings and documents will be exchanged electronically. There shall be no in-person and/or oral hearings except in certain exceptional circumstances as the sole arbitrator may deem fit upon the request of either of the parties. In such instances, the hearings shall be conducted virtually at the sole discretion of the arbitrator. The seat of arbitration for all purposes shall be deemed to be such place as mentioned in Annexure I of the Agreement. The language of arbitral proceedings shall be English.

In the event the arbitrator to whom the matter is originally referred, resigns or dies or is unable to act for any reason, the Institution shall appoint another person in his/her place to act as arbitrator who shall proceed with the reference from the stage at which it was left by his/her predecessor.

The arbitrator so appointed shall have the power to pass an award and also to pass interim orders/directions as may be appropriate to protect the interest of the parties pending resolution of the dispute. A certified copy of the award passed by the arbitrator, a digitally signed copy the same or a scan copy of the same shall be sent to the parties through e-mail or any other electronic mode including the web portal as the Institution deems fit which shall be considered as a signed copy.

All notices, processes and communications between the parties with respect to the arbitration proceedings shall be through e-mail or any other mode of communication permitted by the Institution notwithstanding the notice clause contained in the Agreement which shall continue to apply to all other communications between the parties.

It shall be the responsibility of the Lender and Obligor(s) to maintain sufficient space in the e-mail account and/or in any other mode of electronic account(s) and also to have supporting applications/software in their computer/mobile/any other electronic device to access the electronic documents sent to them. It shall also be the responsibility of the Lender and Obligor(s) to save the emails in the address book. The delivery of emails to spam, promotion, etc., shall also be a deemed delivery.

The courts at such place as mentioned in Annexure I of the Agreement shall have exclusive jurisdiction in respect of matters arising hereunder including any petition for appointment of an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996/application for setting aside the award/appeal and the



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Lender/Obligor(s) shall not object to such 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 award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Borrower.”

6. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

7. Accordingly, Ms. Hemlata Rawat, Advocate-on-Record, (Mob. No. 9811022733) 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 three weeks from today.

8. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act.

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



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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 Ms. Hemlata Rawat, learned Arbitrator through all permissible modes including email.

13. Accordingly, the present petition is disposed of in the above terms. Pending application(s), if any, also stand disposed of.

OM PRAKASH SHUKLA, J

SEPTEMBER 23, 2026/pa