



2026:DHC:1696



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

**Date of decision: 25.02.2026**

+ O.M.P. (T) (COMM.) 13/2026

TATA CAPITAL LIMITED .....Petitioner

Through: Mr. Savyasachi K. Sahai, Ms.  
Madhumita Bagchi, Mr. Akash  
Yadav and Mr. Hardik Maurya,  
Advocates

versus

MADHAV DIESELS & ORS. ....Respondents

Through: Ms. Charu Singhal, Advocate.

+ O.M.P. (T) (COMM.) 14/2026 & I.A. 3817/2026 (For  
exemption)

TATA CAPITAL LIMITED .....Petitioner

Through: Mr. Savyasachi K. Sahai, Ms.  
Madhumita Bagchi, Mr. Akash  
Yadav and Mr. Hardik Maurya,  
Advocates

versus

MADHAV AUTO & ORS. ....Respondents

Through: Ms. Charu Singhal, Advocate.

**CORAM:  
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN  
SHANKAR**

% **JUDGEMENT (ORAL)**

**HARISH VAIDYANATHAN SHANKAR, J.**

1. The present petitions have been filed under Section 15 of the



2026:DHC:1696



**Arbitration and Conciliation Act, 1996**<sup>1</sup> seeking the appointment of a substitute Arbitrator to adjudicate the dispute between the parties.

2. Learned counsel for the parties submit that the Petitioner, by way of Petitions being ARB.P. 878/2021 & ARB.P. 877/2021, under Section 11(6) of the Act sought appointment of an Arbitrator in terms of Clause 12 of the **Loan-cum-Guarantee Agreement dated 10.02.2020**<sup>2</sup>.

3. *Vide* two separate Orders dated 16.08.2022, Mr. Sanjivan Kumar Sarvaria, learned former District & Sessions Judge, Delhi was appointed as Arbitrator to adjudicate the dispute between the parties.

4. Learned counsel for the parties submit that *vide* Order dated 12.10.2025 [*Annexed* as Document-2 in O.M.P. (T) (COMM.) 13/2026], learned Arbitrator has expressed his inability to continue with the matters on account of his heart treatment which is likely to continue for long and terminated the mandate under Section 14(1) of the Act.

5. In view of the above, this Court requests **Mr. Kanwal Jeet Arora, Former Principal District & Sessions Judge** [REDACTED] to enter into reference as a Sole Arbitrator to adjudicate the disputes between the parties.

6. The arbitration would take place under the *aegis* of the **Delhi International Arbitration Centre**<sup>3</sup> and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

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<sup>1</sup> The Act

<sup>2</sup> Agreement

<sup>3</sup> DIAC



2026:DHC:1696



7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering of reference.
8. The Registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.
9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
10. It is clarified that, while referring the disputes to arbitration, all rights and contentions of the Respondent, including the liberty to raise such objections as may be available in law, are kept open.
11. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the said order be sent to the Arbitrator through the electronic mode as well.
12. Accordingly, the present Petitions stand disposed of along with the pending application(s), if any.
13. A photocopy of this Order be placed in the connected matter.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**FEBRUARY 25, 2026/RK/KR**