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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010131312026**+ **ARB.P. 561/2026, I.A. 24097/2026 & I.A. 24113/2026****TATA CAPITAL LIMITED**PetitionerThrough: **Ms. Ragini Kapoor, Adv.**

versus

MANISH AGENCIES AND ANR.RespondentsThrough: **Mr. Jasvinder Singh Lohiya,
Mr. Neeraj Kumar, Mr. Anand
and Ms. Tanya Gupta, Advs.
for R-2****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****ORDER(ORAL)**% **03.09.2026**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996¹, wherein the Petitioner seeks appointment of a Sole Arbitrator for the resolution of dispute in terms of the Loan-cum-Guarantee Agreement dated 12.12.2024.

2. On 07.05.2026, Respondent No.2 appeared in person and submitted that there was a possibility of the dispute between the parties being settled through mediation. However, on 20.08.2026, it was submitted before this Court that the mediation proceedings had failed.

¹ "the Act"



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3. Today, learned Counsel for the Respondent No. 2 has raised an objection on the ground that there is no agreement exists between the Petitioner and Respondent No. 2. It is further submitted that the Agreement between the parties relied upon by the Petitioner are forged and fabricated documents.

4. *Per Contra*, learned Counsel for the Petitioner contends that there exists a valid arbitration clause between the parties.

5. It is trite that the scope of enquiry in proceedings under Section 11 of the Act is confined to examining the *prima facie* existence of an arbitration agreement².

6. The Court, at this stage, is not required to undertake a detailed examination of the genuineness, execution or substantive validity of the underlying agreement, particularly where such determination would require appreciation of evidence.

7. In the present case, the allegations of fraud and forgery raised by Respondent No. 2 relate to the execution and genuineness of the documents relied upon by the Petitioner. Such examination would amount to a detailed adjudication on the validity/ genuineness of the agreement which is beyond the limited scope of examination under Section 11 of the Act.

² **SBI General Insurance Co. Ltd. v. Krish Spinning** 2024 SCC OnLine SC 1754



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8. The mere raising of allegations of fraud or forgery, therefore, cannot by itself warrant refusal of reference to arbitration.

9. In this regard, reliance may be placed on the judgment of the Division Bench of this Court in **Triom Hospitality v. J.S. Hospitality Services (P) Ltd.**,³ wherein, the Court held that allegations of fraud and forgery requiring examination of disputed documents and evidence ought not to be conclusively adjudicated at the Section 11 stage. Such issues may appropriately be left for determination by the Arbitral Tribunal under Section 16 of the Act. In the present case, Respondent No. 2's allegations of fraud and fabrication likewise require substantive examination and are, accordingly, left open for determination by the learned Arbitral Tribunal.

10. In view of the aforesaid, this Court is not inclined to undertake, at this stage, an adjudication upon the allegations of fraud, forgery or fabrication raised by Respondent No. 2. All such contentions are left open for consideration by the learned Arbitrator in accordance with law.

11. The Petitioner has raised a claim of approximately Rs.26 lakhs.

12. Accordingly, Ms. Anshika Saxena, Advocate, (Mob. No. 8377944021) 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.

³ 2025 SCC OnLine Del 8647



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13. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Arbitration and Conciliation Act, 1996, within two weeks of entering reference.

14. 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.

15. It shall be open to the parties to raise all pleas, including preliminary objection with respect to arbitrability, existence and validity of the arbitration agreement, if any, before the learned Sole Arbitrator who shall decide the same in accordance with law.

16. 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.

17. The Registry is directed to send a receipt of this order to Ms. Anshika Saxena, learned Arbitrator through all permissible modes including email.



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18. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

SEPTEMBER 3, 2026/ss