



2026:DHC:9276



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010374922026
+ **ARB.P. 1411/2026**
M/S TATA CAPITAL LTD Petitioner
Through: **Mr. Aditya Thakur, Advocate.**
versus
UDAY LAL REBARI AND ANR Respondents
Through:

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% **15.10.2026**

1. On 14.08.2026, notice was issued to the Respondents. On a perusal of the affidavit of service dated 1.10.2026, it appears that the notice has been duly served on the Respondents.
2. Despite the sufficient service, none appears on behalf of the Respondents.
3. The tracking details placed on record establishes that the Respondents have been duly served. The proof of service as reflected from the tracking details is annexed to the petition.

Department of Posts
Government of India
Ministry of Communications

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Consignment/MO Tracking Report

Consignment/MO Number: **QD391315708IN**

Article Number: **QD391315708IN** Article Type: **SP_INLAND_DOC**

Booked At: **Kalkaji HO** Booked On: **18/09/2026, 15:36:10** Destination: **Bhadesar S.O**

Origin Pincode: **110019** Delivered On: **21/09/2026, 11:47:05** Destination Pincode: **312602**

Event	Date	Time	Office	Remarks
Item Booked	18/09/2026	15:36:10	Kalkaji HO	-
Item inducted	18/09/2026	15:42:38	Kalkaji HO	-
Item bagged	18/09/2026	16:36:58	Kalkaji HO	-
Item Dispatched	18/09/2026	18:18:13	Kalkaji HO	-
Bag Received	19/09/2026	00:03:23	New Delhi NSH	-
Item Received	19/09/2026	02:55:17	New Delhi NSH	-
Item bagged	19/09/2026	04:30:06	New Delhi NSH	-
Item Dispatched	19/09/2026	05:06:38	New Delhi NSH	-
Bag Received for Forwarding	19/09/2026	08:37:34	Delhi AP TMO	-
Item Dispatched	19/09/2026	10:22:33	Delhi AP TMO	-
Bag Received for Forwarding	20/09/2026	00:40:17	Ajmer RMS Ma TMO	-
Item Dispatched	20/09/2026	00:42:54	Ajmer RMS Ma TMO	-
Bag Received	20/09/2026	00:50:52	Ajmer NSH	-

Signature Not Verified

Signed By: GUNN ARB.P. 1411/2026
Signing Date: 15.10.2026
19:43:10

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Event	Date	Time	Office	Remarks
Item Received	20/09/2026	00:54:27	Ajmer NSH	-
Bag Received	20/09/2026	07:22:51	Ajmer NSH	-
Item Received	20/09/2026	07:29:20	Ajmer NSH	-
Item Received	20/09/2026	18:30:47	Ajmer NSH	-
Item bagged	21/09/2026	01:15:28	Ajmer NSH	-
Item Dispatched	21/09/2026	01:32:31	Ajmer NSH	-
Bag Received for Forwarding	21/09/2026	01:37:05	Ajmer RMS Ma TMO	-
Item Dispatched	21/09/2026	01:39:34	Ajmer RMS Ma TMO	-
Bag Received	21/09/2026	10:00:41	Bhadesar S.O	-
Item received at Destination	21/09/2026	10:12:36	Bhadesar S.O	-
Item Invoiced to BO	21/09/2026	10:27:27	Bhadesar S.O	-
Item bagged	21/09/2026	10:43:52	Bhadesar S.O	-
Item Dispatched	21/09/2026	10:45:11	Bhadesar S.O	-
Bag Received	21/09/2026	11:18:32	Dheerji Ka Kheda B.O	-
Item received at Destination	21/09/2026	11:31:05	Dheerji Ka Kheda B.O	-
Taken out for delivery	21/09/2026	11:37:14	Dheerji Ka Kheda B.O	-
Item Delivered(Addressee)	21/09/2026	11:47:05	Dheerji Ka Kheda B.O	Article Delivered to uday

Department of Posts
Government of India
Ministry of Communications

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Consignment/MO Tracking Report

Consignment/MO Number: QD391315671IN

Article Number: QD391315671IN Article Type: SP_INLAND_DOC

Booked At: Kalkaji HO Booked On: 18/09/2026, 15:36:10 Destination: Bhadesar S.O

Origin Pincode: 110019 Delivered On: 21/09/2026, 11:46:50 Destination Pincode: 312602

Event	Date	Time	Office	Remarks
Item Booked	18/09/2026	15:36:10	Kalkaji HO	-
Item inducted	18/09/2026	15:42:38	Kalkaji HO	-
Item bagged	18/09/2026	16:36:58	Kalkaji HO	-
Item Dispatched	18/09/2026	18:18:13	Kalkaji HO	-
Bag Received	19/09/2026	00:03:23	New Delhi NSH	-
Item Received	19/09/2026	02:55:17	New Delhi NSH	-
Item bagged	19/09/2026	04:30:06	New Delhi NSH	-
Item Dispatched	19/09/2026	05:06:38	New Delhi NSH	-
Bag Received for Forwarding	19/09/2026	08:37:34	Delhi AP TMO	-
Item Dispatched	19/09/2026	10:22:33	Delhi AP TMO	-
Bag Received for Forwarding	20/09/2026	00:40:17	Ajmer RMS Ma TMO	-
Item Dispatched	20/09/2026	00:42:54	Ajmer RMS Ma TMO	-
Bag Received	20/09/2026	00:50:52	Ajmer NSH	-

Event	Date	Time	Office	Remarks
Item Received	20/09/2026	00:54:27	Ajmer NSH	-
Item bagged	20/09/2026	05:13:15	Ajmer NSH	-
Item Dispatched	20/09/2026	05:28:29	Ajmer NSH	-
Bag Received for Forwarding	20/09/2026	22:24:04	Ajmer RMS Ma TMO	-
Item Dispatched	21/09/2026	01:39:34	Ajmer RMS Ma TMO	-
Bag Received	21/09/2026	10:00:41	Bhadesar S.O	-
Item received at Destination	21/09/2026	10:10:10	Bhadesar S.O	-
Item Invoiced to BO	21/09/2026	10:27:27	Bhadesar S.O	-
Item bagged	21/09/2026	10:43:52	Bhadesar S.O	-
Item Dispatched	21/09/2026	10:45:11	Bhadesar S.O	-
Bag Received	21/09/2026	11:18:32	Dheerji Ka Kheda B.O	-
Item received at Destination	21/09/2026	11:31:05	Dheerji Ka Kheda B.O	-
Taken out for delivery	21/09/2026	11:37:14	Dheerji Ka Kheda B.O	-
Item Delivered(Addressee)	21/09/2026	11:46:50	Dheerji Ka Kheda B.O	Article Delivered to kavita

Signature Not Verified

Signed By: GUN ARB.P. 1411/2026
Signing Date: 15.10.2026
19:43:10

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4. In view thereof and considering that the Respondents have chosen not to participate in the present proceedings, despite sufficient service, this Court finds no impediment in proceeding to consider the appointment of a Sole Arbitrator.

5. It is well settled that, while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement¹.

6. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties which reads as follows:

“19. 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 to be held at the place as mentioned at serial No. 13 of Annexure 1 hereto in accordance with the Arbitration and conciliation Act, 1996, or any statutory amendments thereto and shall be referred to a sole arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the obligors.

Jurisdiction:

Subject to clause 13 above. The parties hereto agree that all disputes arising out of and / or in relation to this agreement, shall be subject to exclusive jurisdiction of the Courts/tribunals as set out in serial no.14 of annexure 14 of annexure 1 hereto. The lender may, however, in its absolute discretion commence any legal action or proceedings arising out of this agreement in any

¹ **SBI General Insurance Co. Ltd. v. Krish Spinning 2024 SCC OnLine SC 1754**



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other Court, tribunal or other appropriate forum and the obligors hereby consent to that jurisdiction.”

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

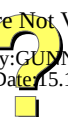
8. Accordingly, Mr. Virender Kumar Bansal, Principal District Judge (Retd.) (Mob. No.9910384709) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.

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

10. 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.

11. 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.

12. 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





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observations contained in the present order.

13. The Registry is directed to send a receipt of this order to Mr. Virender Kumar Bansal, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

OCTOBER 15, 2026/pa