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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC011101902025**+ **ARB.P. 484/2026 & I.A. 7661/2026****TATA CAPITAL HOUSING FINANCE LTD** PetitionerThrough: **Ms. Shobha Gupta, Ms. Akshita Mishra and Ms. Simranjeet Kaur, Advs. along with Mr. Ashish Kumar, AR.**

versus

ANWER HUSAIN AND ANR RespondentsThrough: **None.****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**% **30.09.2026**

1. The present petition has been filed under Sections 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996¹ seeking appointment of an Arbitrator.

2. On the last date of hearing, notice was issued to the Respondents and the Respondents were asked to file reply to the present petition. However, the same has not been filed.

3. On a perusal of the affidavit of service, it appears that the notice has been duly served on the Respondents. Despite the opportunity so granted, none appears on behalf of the Respondents.

4. In view thereof and considering that despite sufficient service,

¹ "Act" hereinafter



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the Respondents have chosen not to participate in the present proceedings, this Court finds no impediment in proceeding to consider the appointment of a Sole Arbitrator.

5. The tracking details placed on record establishes that both the Respondents have been duly served at one of the addresses. The proof of service, as is reflected from the tracking details, is annexed to the petition and is reproduced hereinbelow:

  **Department of Posts**
Government of India
Ministry of Communications

Generated through Indiapost website on: 2/9/2026, 3:38:26 pm

Consignment/MO Tracking Report

Consignment/MO Number: QD009171546IN

Article Number: QD009171546IN Article Type: SP_INLAND_DOC

Booked At: Patparganj SO Booked On: 27/08/2026, 07:19:27 Date of Posting: Firozabad HO

Origin Pincode: 110091 Delivered On: 01/09/2026, 17:02:10 Destination Pincode: 283203

Event	Date	Time	Office	Remarks
Item Booked	27/08/2026	07:19:27	Patparganj SO	-
Item Inducted	27/08/2026	13:37:14	Patparganj SO	-
Item bagged	27/08/2026	17:35:20	Patparganj SO	-
Bag Received	27/08/2026	21:06:39	New Delhi NSH	-
Item Received	27/08/2026	23:07:31	New Delhi NSH	-
Item bagged	28/08/2026	04:18:41	New Delhi NSH	-
Item Dispatched	28/08/2026	08:15:47	New Delhi NSH	-
Bag Received for Forwarding	28/08/2026	09:06:19	Delhi AP TMO	-
Item Dispatched	28/08/2026	11:56:38	Delhi AP TMO	-
Bag Received for Forwarding	30/08/2026	10:36:55	NSH Agra TMO	-
Item Dispatched	30/08/2026	10:44:44	NSH Agra TMO	-
Bag Received	31/08/2026	10:15:53	Agra NSH	-
Item Received	31/08/2026	11:05:10	Agra NSH	-





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Event	Date	Time	Office	Remarks
Item bagged	31/08/2026	14:24:19	Agra NSH	-
Item Dispatched	31/08/2026	16:45:48	Agra NSH	-
Bag Received for Forwarding	31/08/2026	17:36:41	NSH Agra TMO	-
Item Dispatched	31/08/2026	18:11:46	NSH Agra TMO	-
Bag Received	01/09/2026	08:38:47	Firozabad HO	-
Item received at Destination	01/09/2026	08:49:34	Firozabad HO	-
Taken out for delivery	01/09/2026	10:10:18	Firozabad HO	-
Item Delivered(Addressee)	01/09/2026	17:02:10	Firozabad HO	Article Delivered to

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Department of Posts
Government of India
Ministry of Communications

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Consignment/MO Tracking Report

Consignment/MO Number: QD009171603IN

Article Number: QD009171603IN Article Type: SP_INLAND_DOC

Booked At: Patparganj SO Booked On: 27/08/2026, 07:19:27 By: Firozabad HO

Origin Pincode: 110091 Delivered On: 01/09/2026, 13:22:27 Destination Pincode: 283203

Event	Date	Time	Office	Remarks
Item Booked	27/08/2026	07:19:27	Patparganj SO	-
Item inducted	27/08/2026	13:37:14	Patparganj SO	-
Item bagged	27/08/2026	17:35:20	Patparganj SO	-
Bag Received	27/08/2026	21:06:39	New Delhi NSH	-
Item Received	27/08/2026	23:07:31	New Delhi NSH	-
Item bagged	28/08/2026	04:18:41	New Delhi NSH	-
Item Dispatched	28/08/2026	08:15:47	New Delhi NSH	-
Bag Received for Forwarding	28/08/2026	09:06:19	Delhi AP TMO	-
Item Dispatched	28/08/2026	11:56:38	Delhi AP TMO	-
Bag Received for Forwarding	30/08/2026	10:36:55	NSH Agra TMO	-
Item Dispatched	30/08/2026	10:44:44	NSH Agra TMO	-
Bag Received	31/08/2026	10:15:53	Agra NSH	-
Item Received	31/08/2026	11:05:10	Agra NSH	-



Signature Not Verified ARB.P. 484/2026

Signed By: ANUBHAV
TRIPATHI
Signing Date: 08.10.2026
19:53:02



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Event	Date	Time	Office
Item bagged	31/08/2026	14:24:19	Agra NSH
Item Dispatched	31/08/2026	16:45:48	Agra NSH
Bag Received for Forwarding	31/08/2026	17:36:41	NSH Agra TMO
Item Dispatched	31/08/2026	18:11:46	NSH Agra TMO
Bag Received	01/09/2026	08:38:47	Firozabad HO
Item received at Destination	01/09/2026	08:49:34	Firozabad HO
Taken out for delivery	01/09/2026	10:06:07	Firozabad HO
Item Delivered(Addresssee)	01/09/2026	13:22:27	Firozabad HO

Article Delivered to

6. Clause 12 of the Loan Agreement contains an arbitration clause and the same is reproduced hereinbelow:

“12. Dispute Resolution

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 to be appointed by the Lender. The award of the 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.

Notwithstanding anything contained hereinabove, the Lender reserves the right to, at its option, also enforce the security under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”) or proceed to recover dues from the Obligors under the SARFAESI Act and/or the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (“DRT Act”).”

7. It is well settled that, while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima*



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facie existence of an arbitration agreement².

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

9. Accordingly, Ms. Neelampreet Kaur, Advocate (Mob. No.9650080047) 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.

10. 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 three weeks of entering reference.

11. 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.

12. 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.

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



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13. 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.

14. The Registry is directed to send a receipt of this order to Ms. Neelampreet Kaur, learned Arbitrator through all permissible modes including email.

15. 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 30, 2026/gunn