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

\# **CNR No. DLHC010374912026**

\+ ARB.P. 1410/2026

M/S TATA CAPITAL LTD .....Petitioner

Through: Mr. Sunil Sehrawat, Adv.

versus

SONU TRANSPORT COMPANY AND ANR .....Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 03.11.2026

1. The present petition has been filed under Section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996[1] 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 filed it appears that the notice has been duly served on the Respondents.

4. Despite the opportunity so granted, none appears on behalf of the Respondents. Respondents have also failed to file any reply to the present petition.

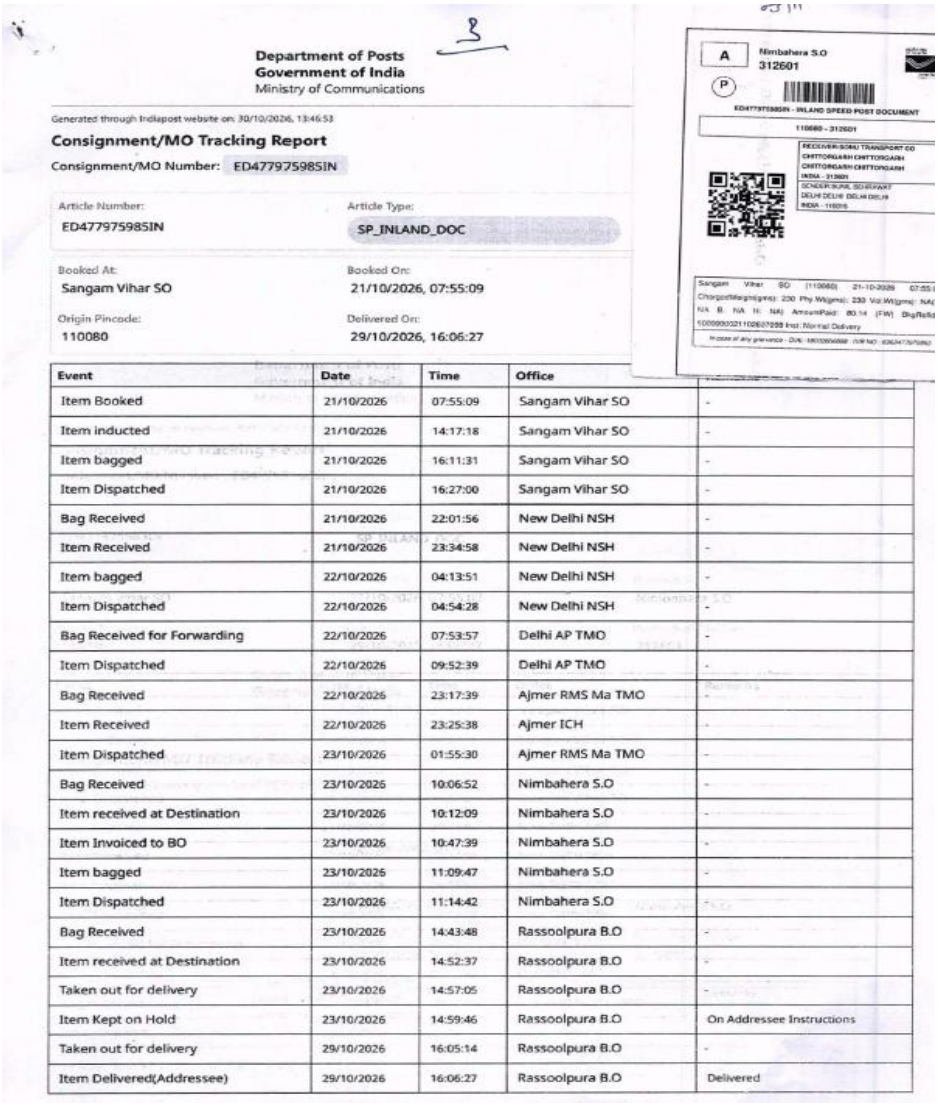
5. In view thereof and considering that the Respondents have chosen not to participate in the present proceedings, despite sufficient service, this Court finds no impediment in proceeding to consider the

[1] "Act" hereinafter

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appointment of a Sole Arbitrator.

6. 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 as follows:-



Department of Posts
Government of India
Ministry of Communications

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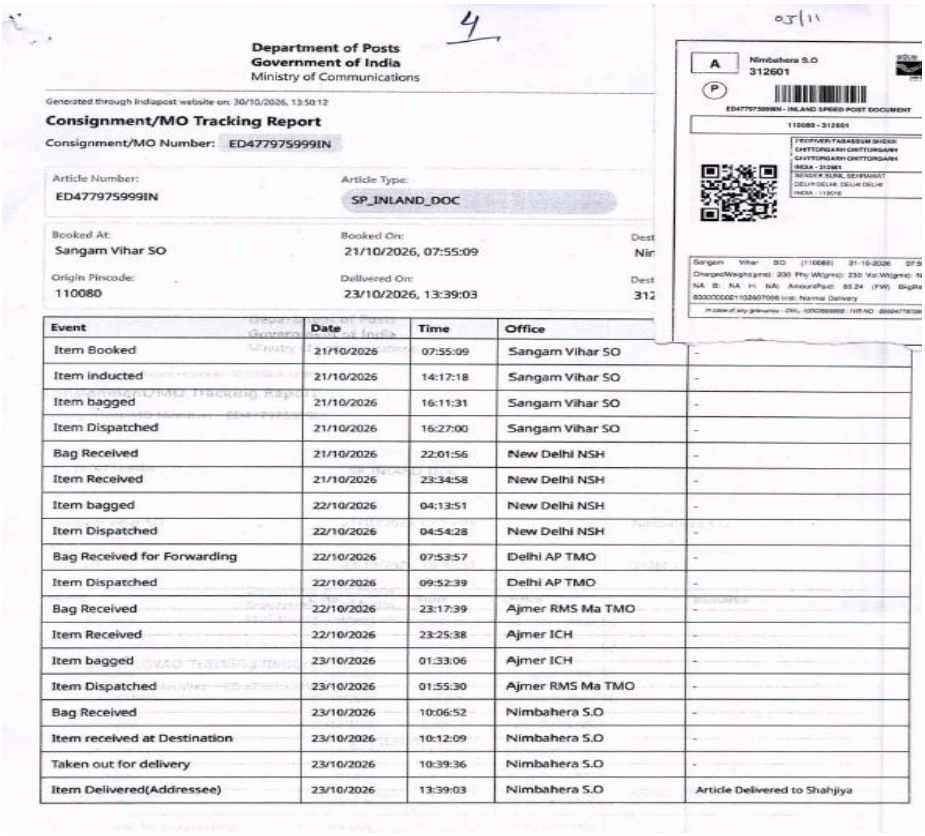
Consignment/MO Tracking Report

Consignment/MO Number: ED477975985IN

Article Number:	Article Type:
ED477975985IN	SP_INLAND_DOC
Booked At:	**Booked On:**
Sangam Vihar SO	21/10/2026, 07:55:09
Origin Pincode:	**Delivered On:**
110080	29/10/2026, 16:06:27

Event	Date	Time	Office	
Item Booked	21/10/2026	07:55:09	Sangam Vihar SO	-
Item inducted	21/10/2026	14:17:18	Sangam Vihar SO	-
Item bagged	21/10/2026	16:11:31	Sangam Vihar SO	-
Item Dispatched	21/10/2026	16:27:00	Sangam Vihar SO	-
Bag Received	21/10/2026	22:01:56	New Delhi NSH	-
Item Received	21/10/2026	23:34:58	New Delhi NSH	-
Item bagged	22/10/2026	04:13:51	New Delhi NSH	-
Item Dispatched	22/10/2026	04:54:28	New Delhi NSH	-
Bag Received for Forwarding	22/10/2026	07:53:57	Delhi AP TMO	-
Item Dispatched	22/10/2026	09:52:39	Delhi AP TMO	-
Bag Received	22/10/2026	23:17:39	Ajmer RMS Ma TMO	-
Item Received	22/10/2026	23:25:38	Ajmer ICH	-
Item Dispatched	23/10/2026	01:55:30	Ajmer RMS Ma TMO	-
Bag Received	23/10/2026	10:06:52	Nimbahera S.O	-
Item received at Destination	23/10/2026	10:12:09	Nimbahera S.O	-
Item Invoiced to BO	23/10/2026	10:47:39	Nimbahera S.O	-
Item bagged	23/10/2026	11:09:47	Nimbahera S.O	-
Item Dispatched	23/10/2026	11:14:42	Nimbahera S.O	-
Bag Received	23/10/2026	14:43:48	Rassoolpura B.O	-
Item received at Destination	23/10/2026	14:52:37	Rassoolpura B.O	-
Taken out for delivery	23/10/2026	14:57:05	Rassoolpura B.O	-
Item Kept on Hold	23/10/2026	14:59:46	Rassoolpura B.O	On Addressee Instructions
Taken out for delivery	29/10/2026	16:05:14	Rassoolpura B.O	-
Item Delivered(Addressee)	29/10/2026	16:06:27	Rassoolpura B.O	Delivered

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Department of Posts
Government of India
Ministry of Communications

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Consignment/MO Tracking Report

Consignment/MO Number: ED477975999IN

Article Number:	Article Type:
ED477975999IN	SP_INLAND_DOC

Booked At:	Booked On:	Dest
Sangam Vihar SO	21/10/2026, 07:55:09	Nim

Origin Pincode:	Delivered On:	Dest
110080	23/10/2026, 13:39:03	312

Event	Date	Time	Office	
Item Booked	21/10/2026	07:55:09	Sangam Vihar SO	-
Item inducted	21/10/2026	14:17:18	Sangam Vihar SO	-
Item bagged	21/10/2026	16:11:31	Sangam Vihar SO	-
Item Dispatched	21/10/2026	16:27:00	Sangam Vihar SO	-
Bag Received	21/10/2026	22:01:56	New Delhi NSH	-
Item Received	21/10/2026	23:34:58	New Delhi NSH	-
Item bagged	22/10/2026	04:13:51	New Delhi NSH	-
Item Dispatched	22/10/2026	04:54:28	New Delhi NSH	-
Bag Received for Forwarding	22/10/2026	07:53:57	Delhi AP TMO	-
Item Dispatched	22/10/2026	09:52:39	Delhi AP TMO	-
Bag Received	22/10/2026	23:17:39	Ajmer RMS Ma TMO	-
Item Received	22/10/2026	23:25:38	Ajmer ICH	-
Item bagged	23/10/2026	01:33:06	Ajmer ICH	-
Item Dispatched	23/10/2026	01:55:30	Ajmer RMS Ma TMO	-
Bag Received	23/10/2026	10:06:52	Nimbahera S.O	-
Item received at Destination	23/10/2026	10:12:09	Nimbahera S.O	-
Taken out for delivery	23/10/2026	10:39:36	Nimbahera S.O	-
Item Delivered(Addressee)	23/10/2026	13:39:03	Nimbahera S.O	Article Delivered to Shahjiya

7. The loan cum hypothecation agreement contains an arbitration Clause under 13, which is reproduced hereinbelow:

> ***"13. 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 these T&Cs 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 arbitration to be appointed as per the procedure below and to be held at such place as agreed by the Parties in Serial No.13(a) of Annexure 1 hereto of the Agreement. The Party invoking the arbitration ("Claimant") shall address a notice to the other Party ("Respondent") suggesting the names of not more than three arbitrators, all of whom shall be either retired judges of the District Court, High Court or the Supreme Court or a lawyer having minimum 10 years' rellevant experience. The Respondent shall either:*
> *(i) Confirm in writing acceptance of one amongst the proposed names as the sole arbitrator to the Claimant within a period of ten (10) days from the date of notice ("Notice Period"); or*

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(ii) Convey objection, if any, in writing to the Claimant, against the proposed names of the sole arbitrator within the said Notice Period.

However, if the Claimant does not receive any response from the Respondent within the said Notice Period, the Claimant shall be entitled to nominate any one person from amongst the proposed three names as the sole arbitrator and such arbitrator shall be deemed to be appointed by both the Parties. In the event, the Respondent conveys its objection as per (ii) above, then the appointment of the sole arbitrator shall be referred to the Council for National and International Commercial Arbitration (CNICA) and the arbitrator shall be appointed by them from their panel of arbitrators.

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 arbitration proceeding shall be conducted in English language. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Obligor's."

8. 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 agreement.

9. In the present case, this Court is of the view that a valid and binding agreement exists between the parties.

10. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator to adjudicate the disputes between the parties.

11. Accordingly, Ms. Harshita Choubey, Advocate, (Mob. No.9999776655) 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.

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12. 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.

13. 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.

14. 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.

15. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11 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.

16. The Registry is directed to send a receipt of this order to Ms. Harshita Choubey, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

NOVEMBER 3, 2026/at

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