

OCD-47

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/311/2026

TATA CAPITAL LIMITED
VS
JUGNU CHOUBEY AND ANR.

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 8th July, 2026.

Appearance:

Mr. Sayak Ranjan Ganguly, Adv.

Ms. Srijani Ghosh, Adv.

Ms. Simrin Hussain, Adv.

Pujal Musahib, Adv.

The Court: Affidavit of service is taken on record.

The petitioner has preferred the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of a learned sole Arbitrator to adjudicate the disputes between the parties arising out of the loan agreement dated 27.02.2024.

Learned Counsel for the petitioner states that the respondent had availed a loan facility from the petitioner to the tune of Rs.17,22,479/- vide loan agreement dated 27.02.2024. The respondent had agreed to repay the said loan with interest in 36 monthly instalments. It is further submitted that the respondent committed default from 18th instalment. In view thereof, the petitioner vide notice dated 25.11.2025 terminated the contract between the parties and called upon the respondent to clear the outstanding dues. Thereafter, the petitioner invoked the arbitration clause by issuing a notice

under Section 21 of the Arbitration and Conciliation Act, 1996 on 12.02.2026. Despite receipt of the said notice, the respondent failed to liquidate the outstanding amount. Accordingly, disputes have arisen between the parties out of the alleged default in repayment of the loan amount. The notice invoking arbitration was duly issued on 12.02.2026.

Prima facie, it appears that dispute has arisen between the parties in terms of the loan agreement dated 27.02.2024 which contains an arbitration clause therein. The jurisdiction of this Court is reflected from the terms of the agreement entered into between the parties.

It is well settled that the scope of examination by the Court, while exercising jurisdiction under Section 11 of the Arbitration and Conciliation Act, 1996, is confined to the limited issue of whether a valid arbitration agreement exists between the parties. Thus, this Court is satisfied that the present case is a fit case for reference to arbitration.

Accordingly, this Court appoints Mr. Rachit Lakhmani, Advocate, Mobile No. 9231826568 as the learned sole Arbitrator to adjudicate the disputes between the parties.

The appointment of the learned sole Arbitrator shall be subject to compliance with Section 12(5) of the Arbitration and Conciliation Act, 1996.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

It is clarified that all questions relating to the arbitrability of the disputes, the admissibility of the claims, limitation, jurisdiction, and all

other issues are left open to be urged before the learned Sole Arbitrator, who shall decide the same in accordance with law.

With the aforesaid directions, the present petition stands disposed of.

R. Bhar

(GAURANG KANTH, J.)