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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 899/2024

MONEYWISE FINANCIAL SERVICES PVT LTDPetitioner

Through: Ms. Mehvish Khan & Ms. Preeti
Kumari, Advocates. [M:-
9319212148]

versus

GSM FOODS THROUGH ITS
PARTNER AND ORS.

.....Respondents

Through: Mr. Ashish Deep Verma, Mr. Mir
Adnan Zahoor & Mr. Anshul
Pratap Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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22.08.2024

1. By way of this petition under Section 11 of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner has approached this Court for appointment of an arbitrator to adjudicate disputes between the parties under a Master Loan Agreement dated 30.07.2020 ["the Agreement"]. The agreement contains an arbitration clause [clause 10.1] which provides for resolution of disputes by arbitration by a sole arbitrator. Delhi has been designated as the seat of arbitration.
2. Disputes having arisen between the parties, the petitioner invoked arbitration by letter dated 07.05.2024, to which no response was received.
3. Pursuant to notice issued on 03.08.2024, Mr. Ashish Deep Verma,



learned counsel, has entered appearance on behalf of the respondents. Mr. Verma states that the respondents have not signed the Agreement and the signatures appearing on the copy of the Agreement are, in fact, imprinted from other documents. As this matter would require a decision on evidence, and the existence of the arbitration clause in the agreement is otherwise undisputed, Mr. Verma submits that the matter may be referred to arbitration, reserving all rights and contentions of the parties, including with regard to the existence of the arbitration agreement. This course of action is also consistent with the judgment of the Supreme Court in *SBI General Insurance Co. Ltd. v. Krish Spinning* [2024 SCC OnLine SC 1754], which holds that the referral Court can only examine the existence of an arbitration agreement *prima facie*, leaving a determinative decision to be taken by the arbitral tribunal.

4. In view of Mr. Verma's statement above, the petition is allowed, and the disputes between the parties are referred to arbitration under the aegis of Delhi International Arbitration Centre, Shershah Road, New Delhi 110503 ["DIAC"], and will be governed by the Rules of DIAC, including as to the remuneration of the learned Arbitrator. DIAC is requested to nominate an arbitrator from its panel. The learned arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.

5. All rights and contentions of the parties are left for adjudication by the learned arbitrator, including *inter alia* as to existence of the arbitration agreement.

PRATEEK JALAN, J

AUGUST 22, 2024/'pv'/