



\$~13

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

+ **ARB.P. 63/2025**

**M/S MONEYWISE FINANCIAL SERVICES PVT LTD**

.....Petitioner

Through: Mr. Ranjeet Kumar, Ms. Preeti  
Kumari, Advs.

versus

**SK TELECOM SALES AND SERVICE AND ORS**

.....Respondent

Through: None

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

% **22.05.2025**

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The petitioner on 22.02.2023 entered into a Master Loan Agreement with the respondents.
3. The respondent No. 1 is the proprietorship concern of Mr. Patil Samadhan (respondent No. 2). The respondent Nos. 3 and 4 are the co-borrowers.
4. The arbitration clause is Clause 8.2 of the Agreement which reads as under:-

*“Any disputes, differences, controversies and questions directly or indirectly arising at any time hereafter between the parties or their respective representatives or assigns, arising out of or in connection with this Agreement (or the subject matter of this Agreement), including, without limitation, any question regarding its existence, validity,*



*interpretation, construction, performance, enforcement, rights and liabilities of the Parties, or termination "(Disputes)", shall be referred to a sole arbitrator duly appointed by the Lender. The language of the arbitration shall be English. The seat of the arbitration shall be at New Delhi and the language of proceeding shall be English. The award rendered shall be in writing and shall set out the reasons for the arbitrator's decision. The costs and expenses of the arbitration shall be borne equally by each Party, with each Party paying for its own fees and costs including attorney fees, except as may be determined by the arbitration tribunal. Any award by the arbitration tribunal shall be final and binding."*

5. The respondents defaulted in making payment of the instalments and hence, the petitioner invoked arbitration on 29.10.2024 and thereafter filed the present petition.
6. The learned Joint Registrar vide order dated 12.03.2025 was pleased to allow the application filed under Order V Rule 20 CPC and permit to serve the respondents through Indian Express and Jai Hind Gujarat, Surat Edition.
7. Consequently, the publication has been made and the affidavit and the newspapers have been handed over in Court today which is taken on record.
8. I am satisfied that the respondents are served. Despite service, there is nobody appearing on behalf of the respondents.
9. As there are disputes pending between the parties, the same needs to be



adjudicated through arbitral mechanism.

10. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Ms. Neelam Preet Kaur, Advocate (Mob. No. 9650080047) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

11. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**  
**MAY 22, 2025 / (MS)**      [Click here to check corrigendum, if any](#)