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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 138/2025**
MONEYWISE FINANCIAL SERVICES PRIVATE LIMITED

.... Petitioner

Through:

versus

**SUVANSH ENTERPRISES THROUGH ITS PROPRIETOR AND
ANR.**

.... Respondents

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
21.05.2025

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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, arising out of a Loan Agreement dated 25.03.2022.
2. Pursuant to the said Agreement, the petitioner sanctioned a loan in the amount of Rs.15,17,911/- to respondent No. 1, which is the proprietorship concern of Mr. Rajeev Gupta and respondent No. 2 is the co-borrower.
3. The respondents were obligated to repay the said loan amount in 36 months equal monthly installments of Rs.57,187/-.
4. The said Agreement provides for an arbitration clause, being Clause No. 8.2, which reads as under:

“8.2. Arbitration:

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 or this Agreement), including, without limitation, any question regarding its existence, validity, interpretation, construction, performance, enforcement, rights and liabilities of the Parties, or termination ("Dispute"), 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 New Delhi and the language of proceedings 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. Since there were disputes between the parties, the petitioner issued a loan recall notice dated 29.04.2023 and thereafter, the petitioner invoked arbitration vide legal notice dated 19.10.2024.
6. Hence, the present petition has been filed.
7. My attention has been drawn to the Schedule 1 of the Agreement, wherein the email address of respondent Nos. 1 and 2 is rajeevgupta616@gmail.com.
8. As per the affidavit of service, the respondents have been duly served at the said email ID.
9. I am also satisfied that the disputes in the present matter are to be adjudicated through the mechanism of arbitration.
10. For the aforesaid reasons, the petition is allowed and the following directions are issued: -
 - i) Mr. Gaurav Goyal, Advocate (Mob. No. 9899886074)



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.
12. The copy of the affidavit of service handed over in Court today is taken on record.

MAY 21, 2025 / (MS)

JASMEET SINGH, J

Click here to check corrigendum, if any