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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 159/2025**

M/S MONEYWISE FINANCIAL SERVICES PVT. LTD

.....Petitioner

Through: Ms Preeti, Adv.

versus

**GLANDALE BIOMED PRIVATE LIMITED THROUGH ITS
DIRECTORS AND ORS**

.....Respondents

Through: None

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

ORDER

10.10.2025

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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.
2. The brief facts are that the parties entered into Master Loan Agreement dated 31.01.2023. Pursuant to the said Agreement the petitioner extended a loan to the tune of Rs. 25,28,958 to the respondents. The respondent No.1 is the principal borrower and the respondent Nos. 2 and 3 are the co-borrowers.
3. The said Agreement contained 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 of 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 at 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."

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 28.10.2024 and thereafter filed the present petition.
5. The respondents were not served through the ordinary process and hence, *vide* order dated 25.08.2025, the respondents were directed to be served through publication in 'Lok Manthan' newspaper having circulation in Mumbai.
6. The affidavit of service along with the newspaper has been filed.
7. Despite service, there is nobody appearing on behalf of the respondents.
8. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
9. For the said reasons, the petition is allowed and the following



directions are issued:-

- i) Mr. Mridul Jain, Advocate (Mob. No. 9810302811) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 10, 2025 / (MS)