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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ ARB.P. 233/2025

MONEYWISE FINANCIAL SERVICES PRIVATE LIMITED

.....Petitioner

Through: Ms. Mehvish Khan, Ms. Preeti, Mr.
Ranjeet Kumar & Mr. Aman
Chaudhary, Advs.

versus

RAINBOW DAIRY FOODS THROUGH ITS PROPRIETOR AND
ANR

.....Respondents

Through: Mr. Shashikant Upadhyay, Mr. Akbar
Khan & Mr. Amaan Afsar, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
19.05.2025

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1. This is a petition filed under section 11 of Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the dispute between the parties.
2. The petitioner and respondents entered into a Master Loan Agreement dated 30.05.2022. The said Agreement contains arbitration clause being Clause 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 or 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.”

3. The respondent No. 1 is the sole proprietorship and principal borrower and the respondent No. 2 is co-borrower.
4. Since there were defaults in making the payment, the petitioner issued Loan Recall Notice on 08.05.2024 and notice invoking arbitration on 16.10.2024.
5. The respondents are served and are represented by the learned counsel, Mr. Khan.
6. The respondents have no objection to the appointment of an Arbitrator as long as all rights, contentions and legal issues are left open to be adjudicated by the Arbitrator.
7. For the said reasons, the petition is allowed and the following directions



are issued:-

- i) Mr. Naveen Gupta, Advocate (Mob. No. 9312248478) 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.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 19, 2025/*pk*

Click here to check corrigendum, if any