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

+ **ARB.P. 307/2025**

**MONEYWISE FINANCIAL SERVICES PRIVATE LIMITED**

.....Petitioner

Through: Mr. Ranjeet Kumar and Ms. Preeti  
Kumar, Advocates.

versus

**M/S SAI AUTOMOBILES THROUGH ITS PROPRIETOR AND  
ORS**

.....Respondents

Through:

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

**18.11.2025**

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1. This Petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Master Loan Agreement dated 26.02.2019.

2. It is stated that the Petitioner advanced a loan of Rs. 20,00,000/- to the Respondents and the disbursement of the loan amount was made in strict accordance with the terms of the Master Loan Agreement dated 26.02.2019, duly executed by both the parties. It is stated that disputes arose between the parties regarding default in repayment of the loan amount by the Respondents. It is stated by the learned Counsel for the Petitioner that as of today about Rs.21,66,714/- is due and payable by the Respondent. It is stated that Clause 10.1 of the Master Loan Agreement dated 26.02.2019



contains an Arbitration Clause. It is stated that a Notice dated 07.11.2024 under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioner to the Respondents invoking Arbitration. It is stated that the Respondent has not replied to the said Notice and, therefore, the Petitioner has approached this Court by filing the present Petition.

3. Notice in the Petition was issued on 07.05.2025. Affidavit of service has been filed. The affidavit of service indicates that the Respondents have been served through speed post. The postal report has also been enclosed along with the affidavit of service. Despite service there is no appearance on behalf of the Respondents.

4. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

5. Accordingly, Ms. Isha Khanna, Advocate (Mob: 9811054386) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

6. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

8. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.



9. Needless to say, nothing in this order shall be construed as an expression on the merits.

The present petition stands disposed of in the above terms along with pending application(s), if any.

**SUBRAMONIUM PRASAD, J**

**NOVEMBER 18, 2025**

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