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

+ **ARB.P. 414/2025**

**MONEYWISE FINANCIAL SERVICES PRIVATE
LIMITED**

.....Petitioner

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

versus

**SUSHIL GARMENTS THROUGH ITS PROPRIETOR
AND ANR**

.....Respondents

Through:

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

ORDER

08.07.2025

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1. This is a petition filed under section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of the Arbitrator to adjudicate the disputes between the parties arising out of Loan Agreement dated 31.12.2021.
2. The petitioner disbursed a loan through Loan Agreement dated 31.12.2021 and the said loan was to be repaid in 36 equal monthly installments.
3. The respondent No. 1 is the principal borrower being sole proprietorship of Mr. Suresh Chauhan and respondent No. 2 is the co-borrower.
4. The said Agreement contains arbitration clause being Clause No. 8.2 which reads as under:-

*“8.2 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 the 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 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 the proceedings shall be English. The Award 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 cost 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 arbitral tribunal. Any award by the Arbitration tribunal shall be final and binding.”

5. Since the respondents defaulted in making the payment, the petitioner invoked the arbitration clause vide notice dated 22.10.2024 and thereafter, filed the present petition.
6. As per the Loan Document, the e-mail of respondents is given as sureshchauhan9887@gmail.com and the mobile number has also been given as 9887167692 and 8619912493.
7. As per the affidavit of service, the respondents have been served through e-mail as well as WhatsApp. Despite service, nobody is appearing on behalf of the respondents.
8. I am satisfied that 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) Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.
 - ii) The arbitration will be held under the aegis and rules of 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.
10. The present petition is disposed of in the aforesaid terms.
11. The affidavit of service handed over in Court today is taken on record.

JASMEET SINGH, J

JULY 8, 2025/sp

[Click here to check corrigendum, if any](#)