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

+ **ARB.P. 691/2025**

MONEYWISE FINANCIAL SERVICES PVT LTDPetitioner

Through: Ms. Mehvish Khan, Ms. Arunima
Sinh Jadaun and Mr. Aman Choudhary,
Advocates.

versus

**AMARNATH ELECTRICALS PVT LTD THROUGH ITS
DIRECTORS AND ORSRespondents**

Through:

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+ **ARB.P. 695/2025**

MONEYWISE FINANCIAL SERVICES PVT LTDPetitioner

Through: Ms. Mehvish Khan, Ms. Arunima
Sinh Jadaun and Mr. Aman Choudhary,
Advocates.

versus

**ALLIED AGENCIES PVT LTD THROUGH ITS PARTNERS AND
ORSRespondents**

Through:

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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13.08.2025

1. These petitions are filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act 1996 ('1996 Act') seeking appointment of the Sole Arbitrator.

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2. As per the Petitioner, a Loan Agreement was executed between the parties herein on 26.07.2021, whereby Petitioner advanced a loan of Rs. 20,75,302/- to the Respondents. Respondents defaulted in repayment of



the loan and Petitioner issued Loan Recall Notice to the Respondents on 18.11.2022 and also filed complaints under Section 138 of Negotiable Instruments Act, 1881 ('1881 Act'). Legal notice demanding the outstanding loan amount did not yield any result and accordingly Petitioner invoked Arbitration Clause 8.2 in the Loan Agreement and sent invocation notice on 03.03.2025, but there was no response.

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3. As per the Petitioner, a Master Loan Agreement was executed between the parties herein on 09.11.2018, whereby Petitioner advanced a loan of Rs. 25 lakhs to the Respondents. Respondents defaulted in repayment of the loan and Petitioner issued Loan Recall Notice to the Respondents on 12.07.2021 and also filed complaints under Section 138 of 1881 Act. As loan was not repaid, Petitioner invoked Arbitration Clause 10.1 in the Loan Agreement and sent invocation notice on 25.02.2025, but there was no response.

4. On 04.07.2025, when these petitions were listed, none appeared on behalf of the Respondents despite being served. Affidavit of service filed by the Petitioner in ARB.P. 691/2025 reflected that Respondents were served through electronic mode on e-mail available on the master data of Respondent No. 1 as also Loan Application Form and Loan Agreement. In ARB.P. 695/2025 also affidavit of service was filed indicating service of the Respondents through e-mail and WhatsApp. In the interest of justice, adverse orders were deferred adjourning the matters for today, making it clear that if the Respondents were unrepresented on the next date, they will be set *ex parte*.



5. None appears for the Respondents even on the second call. It is evident that they are not interested in contesting the present petitions and are accordingly set *ex parte*.

6. In ARB.P. 691/2025, Loan Agreement dated 26.07.2021 contains an arbitration clause which is extracted hereunder, for ready reference:-

“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.”

7. In ARB.P. 695/2025, Loan Agreement dated 09.11.2018 contains an arbitration clause which is extracted hereunder, for ready reference:-

“10.1 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.”



8. Notices under Section 21 of the 1996 Act issued by the Petitioner, have been duly served on the Respondents. Since there is an arbitration clause in both the Loan Agreements, in light of the judgment of the Supreme Court in ***SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 SCC OnLine SC 1754***, there is no impediment in appointing an Arbitrator.
9. Accordingly, Shri Harpreet Kalsi, Advocate (Mobile No. 9958944855), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.
10. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
11. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
12. Petitions are disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 13, 2025/Shivam