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

+ **ARB.P. 805/2025**

M/S MONEYWISE FINANCIAL SERVICES PVT. LTD.

.....Petitioner

Through:

versus

**AFV HOSPITALITY PVT. LTD. THROUGH ITS DIRECTORS
AND ORS**

.....Respondents

Through:

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

**ORDER
11.08.2025**

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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 to adjudicate the disputes between the parties arising out of a Loan Agreement dated 22.07.2019.
2. The brief facts of the case are that respondent No. 1 had availed/borrowed/taken a loan facility from the petitioner company *vide* Loan Agreement dated 22.07.2019. Respondent Nos. 2 and 3 are the current Directors of respondent No. 1 and were also Directors at the relevant time, being responsible for the day-to-day affairs of the company. Respondent Nos. 2, 3, and 4 also stood as Co-Borrowers/Co-Applicants/Guarantors in their individual capacities under the Loan Agreement.



3. The said agreement contains an arbitration clause, being clause No. 10.1 which reads as under:

“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 (or the Arbitrator's decision. The costs and expenses of the Arbitration shall be borne equally by each Party, with each 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 arbitral 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 25.02.2025 and thereafter, filed the present petition.
5. As per the Service Report, respondent Nos. 1 - 4 have been served through E- mail and respondent Nos. 1, 2 and 4 have been served through WhatsApp. Respondent Nos. 2 - 4 have been served through the Courier as well.
6. Despite service, there is nobody appearing on behalf of the



respondents today.

7. I am satisfied that there is an arbitration clause and that there are disputes subsisting between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Tejaswani (Advocate) (Mob. No. 9971566053) 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.



9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 11, 2025/sp