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

+ ARB.P. 881/2025

MONEYWISE FINANCIAL SERVICES PVT
LTD

.....Petitioner

Through: Ms. Preeti Kumari, Mr. Mehvish
Khan, Mr. Aman Choudhary and, Advocates.

versus

VINAY ENTERPRISES THROUGH ITS PROPRIETOR SH.
VINAY KUMAR AND ANR

.....Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

09.10.2025

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1. This petition is filed by the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. Disputes between the parties emanate from a Loan Agreement executed on 17.06.2021 whereby loan facility of Rs. 8 lakhs was advanced to the Respondents. On default of repayment of the loan amount, Loan Recall Notice was sent on 07.11.2023 by the Petitioner, followed by notice invoking arbitration dated 07.06.2024. Petitioner filed a petition under Section 11 of the 1996 Act before this Court, which was allowed referring the matter to Delhi International Arbitration Centre (DIAC) vide order dated 04.12.2024.



3. Learned counsel for the Petitioner submits that the earlier notice dated 06.06.2024 under Section 21 of 1996 Act was sent at the wrong address of the Respondents and could not be served. Therefore, in all fairness, a fresh notice was sent on 13.03.2025, but Respondents failed to respond and in this backdrop, this petition has been filed.
4. Affidavit of service has been filed by the Petitioner stating that Respondents have been served through electronic mode on the last known e-mail ID available on the loan agreement and in light of Section 3 of 1996 Act, Respondents will be deemed to be served.
5. There is no appearance of on behalf of the Respondents despite service and the matter being called for the second time. It appears that the Respondents are not interested in contesting the present petition. Loan agreement contains Arbitration Clause 8.2 whereby parties agreed to refer all disputes arising from the agreement to arbitration and New Delhi was designated as the seat of arbitration.
6. In light of existence of the Arbitration Agreement in the loan agreement, this petition is allowed directing Coordinator, DIAC to take steps for appointment of Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of DIAC and fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.
7. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
8. 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.



9. Petition is disposed of in the aforesaid terms.

OCTOBER 9, 2025/RW

JYOTI SINGH, J