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

+ **ARB.P. 938/2025**

**M/S MONEYWISE FINANCIAL SERVICES PVT.
LTD.**

.....Petitioner

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

versus

**BLACKBERRY OVERSEAS PVT LTD THROUGH ITS
DIRECTORS AND ORS**

.....Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

21.08.2025

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1. This petition is filed by the Petitioner under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. As set out in the petition, case of the Petitioner is that Respondent No. 1, through its Directors along with Respondents No. 2 and 3 in their individual capacity as co-borrowers, approached the Petitioner to avail a loan facility to the tune of Rs. 3,63,911/- in October, 2020 for expansion of their business. Petitioner sanctioned the loan in favour of Respondent No. 1 and sum of Rs. 3,63,911/- was disbursed after executing a formal Master Loan Agreement on 19.10.2020.

3. It is averred that Respondents breached the terms of the Loan Agreement and Petitioner issued Loan Recall Notice dated 16.08.2021. Respondents paid a sum of Rs. 12,783/- only on 28.04.2022 but no



payments came thereafter and Petitioner invoked the Arbitration Clause 10.1 by sending a notice dated 24.04.2025 under Section 21 of 1996 Act, however, Respondents failed to consent to the appointment of the Arbitrator.

4. Notice was issued in the petition on 09.07.2025 through all permissible modes, returnable for today. Affidavit of service has been filed by the Petitioner, as per which Respondents have been served through e-mails on e-mail Ids available on the loan documents and the e-mails have not bounced back. This is the second call of the matter. None appears for the Respondents on the second call and none appeared on the first call. It appears that Respondents are not interested in contesting the petition and are accordingly set *ex parte*.

5. Master Loan Agreement executed between the parties contains an Arbitration Clause 10.1 envisaging reference of disputes arising out of or in connection with the said Agreement to arbitration by Sole Arbitrator with seat of arbitration designated as New Delhi. Invocation notice dated 24.04.2025 was sent by the Petitioner to the Respondents and was duly received. For the sake of ready reference, arbitration clause is extracted hereunder:-

“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.”

6. Accordingly, Ms. Suriti Chowdhary, Advocate (Mobile No. 9713413083), 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.
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.

JYOTI SINGH, J

AUGUST 21, 2025
Shivam/Ch