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

+ **ARB.P. 1078/2025**

M/S MONEYWISE FINANCIAL SERVICES PRIVATE
LIMITEDPetitioner

Through: Ms. Preeti Kumari, Advocate.

versus

HMS ELECTRONICS (BORROWER) THROUGH ITS
PROPRIETOR AND ANRRespondents

Through: None.

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+ **ARB.P. 1084/2025**

M/S MONEYWISE FINANCIAL SERVICES PRIVATE
LIMITEDPetitioner

Through: Ms. Preeti Kumari, Advocate.

versus

S R ENTERPRISES THROUGH ITS PROPRIETOR
AND ANRRespondents

Through: None.

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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09.09.2025

1. The present petitions have been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of Loan Agreements.
2. Both the aforesaid petitions are identical and are being disposed of by



a common order. For the sake of brevity, facts of ARB.P. 1078/2025 are reproduced below.

3. The respondents approached the petitioner seeking a loan facility for an amount of Rs. 20,17,858/-, which was sanctioned by the petitioner pursuant to execution of the Loan Agreement dated 30th April, 2023 (hereinafter 'Agreement'). The said Agreement contains an arbitration clause, i.e. Clause 8.2, which is set out below:-

*"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"*



4. It is submitted on behalf of the plaintiff that since the respondents failed to repay the loan amount, the petitioner sent a loan recall notice dated 15th November 2023 to the respondents and a notice invoking the aforesaid arbitration clause under Section 21 of the Act, dated 15th May 2025, was sent by the petitioner.

5. No reply to the aforesaid notices has been received by the petitioner on behalf of the respondents.

6. Notice was issued in the aforesaid petitions on 28th August 2025.

7. As per the report of the Registry, the respondents have been served.

8. However, none appears on behalf of the respondents, despite service.

9. It is stated that the respondents neither repaid the loan amount to the petitioner in terms of the Agreement nor sent their assent for the appointment of the Sole Arbitrator as suggested by the petitioner in terms of the aforesaid notices.

10. Accordingly, Ms. Yanmi Phazang, Advocate (Mob. No. +91-8860897745), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

a) The Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12 of the Act.

b) The Sole Arbitrator shall be entitled to fee in accordance with Schedule IV of the Act or as may otherwise be agreed to between the parties and the Sole Arbitrator.

c) The parties shall share the arbitrator's fee and arbitral cost, equally.

11. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the



claims as well as claims/ counter-claims of either of the parties on the merits of the dispute, including the defence of the respondent that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.

12. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties.

13. The petitions are disposed of in the above terms.

AMIT BANSAL, J

SEPTEMBER 9, 2025

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