



\$~11-12

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1108/2025**
M/S MONEYWISE FINANCIAL SERVICES PVT. LTD.

.....Petitioner

Through: Mr. Ranjeet Kumar, Adv
versus

SHREE SAI SOLUTIONS AND OTHERSRespondents

Through: None

12

+ **ARB.P. 1109/2025**
M/S MONEYWISE FINANCIAL SERVICES PVT LTD

.....Petitioner

Through: Mr. Ranjeet Kumar, Adv
versus

MOHIT CONTRACTORS AND ORSRespondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **13.10.2025**

1. These are petitions filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator for adjudication of disputes between the parties.

2. In ARB. P. 1108/2025, the facts are that the petitioner and the respondents entered into a Loan Agreement dated 08.02.2022 for an amount of Rs. 20,17,858/-. The petitioner is the lender and the respondent No. 1 is the principal borrower and respondent No. 2 and 3 are the co-borrowers.

3. In ARB. P. 1109/2025, the facts are that the petitioner and the respondents entered into a Loan Agreement dated 18.06.2022 for an amount of Rs. 15,13,394/-. The petitioner is the lender and the respondent No. 1 is the



principal borrower and respondent No. 2 and 3 are the co-borrowers

4. Both Loan Agreements contain identical arbitration clause being Clause No. 8.2, which reads as under:

“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 (“Disputes”), 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 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 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.”

5. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notices dated 03.04.2025 and 13.03.2025 and thereafter, filed the present petitions.

6. As per the Loan Agreement dated 08.02.2022, the e-mail ID of the respondents is sharma.rakesh.a@gmail.com and as per the Loan Agreement



dated 18.06.2022, the e-mail ID of the respondents is mohit.raman0001@gmail.com.

7. The respondents in both petitions have been served. However, despite service there is nobody appearing on behalf of the respondents in either petition.

8. I am satisfied that there is a valid arbitration agreement between the parties and there are issues which need to be adjudicated through arbitral mechanism.

9. For the said reasons, the petitions are allowed and the following directions are issued:-

- i) Ms. Neelampreet Kaur (Advocate) (Mob. No. 9650080047) 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 1996 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 petitioner shall approach the learned Arbitrator within two



weeks from today.

10. Both the petitions shall be treated as separate references.
11. The present petitions are disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 13, 2025/AS