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

\+ ARB.P. 1130/2025

M/S MONEYWISE FINANCIAL SERVICES PRIVATE LIMITED .....Petitioner

Through: Mr. Ranjeet Kumar and Ms. Preeti Kumari, Advocates.

versus

EMDEE CORPORATION AND OTHERS .....Respondents

Through:

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

O R D E R

% 22.09.2025

1. The present petition has 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 disputes between the parties arising out of a Master Loan Agreement dated 30th December, 2022 (hereinafter '***Agreement***') entered into between the parties in terms of which the respondents were sanctioned a loan of Rs. 15,17,912/- by the petitioner.

2. The Agreement contains an arbitration clause, *i.e.* Clause 8.2, which provides for adjudication of any disputes arising between the parties by way of arbitration. The said arbitration clause is set out below:

> "***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,*

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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 the 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."

3. It is submitted on behalf of the plaintiff that since the respondents failed to repay the loan amount, the petitioner sent a notice dated 5th April, 2025 to the respondents invoking the aforesaid arbitration clause under Section 21 of the Act.

4. No reply to the aforesaid notice was received by the petitioner on behalf of the respondents.

5. Notice was issued to the respondents on 4th August, 2025.

6. As per the report of the Registry, the respondents have been served through e-mail.

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

8. Accordingly, the present petition is allowed and the dispute between the parties under the Agreement are referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

a. Ms. Shreya Kasera, D/3948/2015 (Mobile No.: +91 99993 45818) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '***DIAC***').

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c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

d. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

e. 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.

f. The parties shall approach the Arbitrator within two (2) weeks from today.

9. The petition stands disposed of in the aforesaid terms.

10. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

SEPTEMBER 22, 2025
Vivek/-

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