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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1343/2024**
MONEYWISE FINANCIAL SERVICES PVT LTDPetitioner
Through: Ms Mehvish Khan, Mr. Aman
Choudhary, Advs.
versus
MANYA IMPEX THROUGH ITS PROPRIETORRespondent
Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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26.03.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of a Loan Agreement dated 03.08.2017
2. The petitioner advanced a loan to the respondent being a sole proprietorship concern through Master Loan Agreement dated 03.08.2017.
3. The said Loan amount was repayable into 36 installments of Rs.73,312/- each.
4. Since the respondent failed to pay the EMIs, the petitioner issued loan recall notice dated 16.09.2019 and thereafter, notice invoking arbitration clause dated 18.06.2024 under Section 21 of the Arbitration and Conciliation Act, 1996.
5. The judgment of Hon'ble Supreme Court in *Cognizance for Extension of Limitation, In re, (2020) 19 SCC 10* has observed that the period from 15.03.2020 to 28.02.2022 shall be excluded for the purposes of



computation of limitation. In *Arif Azim Co. Ltd. v. Aptech Ltd.*, (2024) 5 SCC 313, the Hon'ble Supreme Court has observed as under:-

“84. Thus, in ordinary circumstances, the limitation period available to the petitioner for raising a claim would have come to an end after an expiry of three years, that is, on 27-3-2021. However, in March 2020, the entire world was taken under the grip of the deadly Covid-19 Pandemic bringing everyday life and commercial activity to a complete halt across the globe. Taking cognizance of this unfortunate turn of events, this Court vide order dated 23-3-2020 passed in Cognizance for Extension of Limitation, In re [Cognizance for Extension of Limitation, In re, (2020) 19 SCC 10 : (2021) 3 SCC (Cri) 801] directed the period commencing from 15-3-2020 to be excluded for the purposes of computation of limitation. The said extension of limitation was extended from time to time by this Court in view of the continuing pandemic. As a result, the period from 15-3-2020 to 28-2-2022 was finally determined to be excluded for the computation of limitation. It was provided that the balance period of limitation as available on 15-3- 2020 would become available from 1-3-2022.”

6. In view of the said judgments, the petitioner would have the balance period of limitation as available on 15.03.2020 from 01.03.2022.
7. The arbitration clause is clause 10.1 and reads as under:

“10.1 Arbitration

Notwithstanding anything contained in Clause 9 above , any disputes, differences, controversies and questions directly or



indirectly arising at any time hereafter between the Parties or their respective representative or assign 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. The Chairman of Lender shall nominate any reputed person conversant with financing as the Sole Arbitrator. In the event the person so nominated refuses or is unable to act as Arbitrator the Chairman of Moneywise shall nominate another person as the sole arbitrator and so Oil. 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."

8. By the order dated 11.03.2025 of the Joint-Registrar, the respondent was directed to be served through Indian Express and Dainik Jagran, which has so be done.
9. An affidavit of service (newspaper) has been handed over in Court today and has been taken on record.
10. For the said reasons, I am satisfied that there are disputes between the parties to be adjudicated in terms of the arbitration clause.
11. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Mr. Achint Pal Singh (Adv.) (Mob. No. 9958056667) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis 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 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 parties shall approach the learned Arbitrator within two weeks from today.
12. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 26, 2025/sp

Click here to check corrigendum, if any