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

+ **ARB.P. 1225/2025**

M/S MONEYWISE FINANCIAL SERVICES PVT. LTD.

.....Petitioner

Through: Adv Ranjeet Kumar and Preeti
Kumari, Adv.

versus

SK AGRO SALES THROUGH ITS PROPRIETOR AND ANR

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

25.09.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the petitioner and the respondents entered into a Loan Agreement dated 29.12.2023, wherein the petitioner disbursed the loan. Respondent No. 1 is the Sole Proprietorship concern of respondent No. 2 and respondent No. 2 is the Co-Borrower.
3. The said Loan Agreement contains an arbitration clause, 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 ("Dispute") thereof shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"). The Dispute shall be referred to a sole arbitrator duly appointed by the Parties with mutual consent failing which the sole arbitrator shall be appointed in accordance with the Arbitration Act. The language of the arbitration shall be English. The seat of the arbitration shall be at 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."

4. Since there were defaults in repayment of the loan, the petitioner recalled the loan *vide* notice dated 10.07.2024 and thereafter issued notice dated 02.06.2025 under Section 21 of the Arbitration and Conciliation Act, 1996, invoking arbitration.
5. On the last date, the respondents were represented and were granted time to file a reply. However, there is nobody appearing on behalf of the



respondents today, nor has the reply been filed.

6. I am satisfied that there is a valid arbitration clause between the parties and there are disputes that need to be settled through the arbitral mechanism.

7. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Ms. Aishwarya Rao (Advocate) (Mob. No. 9871598522) 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 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 claims, 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.

JASMEET SINGH, J

SEPTEMBER 25, 2025/DM