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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1467/2024

MONEYWISE FINANCIAL SERVICES PVT LTD.....Petitioner

Through: Ms. Mehvish Khan, Ms. Preeti and
Mr. Aman Choudhary, Advocates
(M:9319212148).

versus

**MAHAVIR FLEXI PACK THROUGH ITS PROPRIETOR SH
HEMAL PRAVINCHANDRA BHIMANI AND ANR...Respondents**

Through: None.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

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11.03.2025

1. By way of present petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of Arbitral Tribunal comprising of a Sole Arbitrator, to adjudicate the disputes between the parties.
2. Learned counsel for the petitioner submits that the petitioner had entered into a Loan Agreement dated 27.07.2018 with the respondents. It is stated that Clause 10.1 of the said agreement provides that disputes with respect to the Agreement shall be resolved through arbitration. It further provides for the seat of arbitration to be at New Delhi.
3. The petition is accompanied by a notice under Section 21 of the A&C Act dated 20.08.2024 vide which the petitioner has invoked arbitration.
4. The notice of the instant petition was issued to the respondents on 23.09.2024. However, till date, neither there is any appearance on behalf of



the respondents nor any reply has been filed.

5. Learned counsel for the petitioner submits that though respondent No.1 was served through email and respondent No.2 was served through WhatsApp, both the respondents could not be served by postal means. Resultantly, substituted service was sought by the petitioner and service upon them was carried out by way of publication, vide citation dated 07.03.2025. She further states that she has filed the affidavit of service in this regard alongwith citation, however, the same is not on record. She assures that the same will be filed during the course of the day.

6. In view thereof, the respondents are deemed to be served. Considering that there is no reply on record on their behalf, it appears that they have no objection in referring the disputes to arbitration.

7. Accordingly, the petition is disposed of with the following directions:

- i) The disputes between the parties under the said agreement are referred to the Arbitral Tribunal.
- ii) Ms. Garima Bharadwaj, Advocate (Mob: 9818451905) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- iii) 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').
- iv) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree.
- v) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the A&C Act prior to entering into the reference.
- vi) It is made clear that all the rights and contentions of the parties,



including on the existence and validity of the Arbitration agreement, arbitrability of any of the claim/counter claim, any other preliminary objection, need and legality of interim relief, as well as contentions on merits of the dispute by either of the parties, are left open for adjudication by the learned arbitrator.

- vii) The parties shall approach the learned Arbitrator within two weeks from today.

MANOJ KUMAR OHRI, J

MARCH 11, 2025/rd