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

+ **ARB.P. 1476/2024**

**MONEYWISE FINANCIAL SERVICES PRIVATE
LIMITED**

.....Petitioner

Through: Ms. Mehvish Khan and Mr. Aman
Choudhary, Advocates.

versus

**HOTEL IOLITEN THROUGH ITS PROPRIETOR SH SARFARAZ
NAWAZ**

.....Respondent

Through: None.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

ORDER
21.08.2025

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1. This petition is filed by the Petitioner under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. As set out in the petition, case of the Petitioner is that Respondent No. 1, through its Proprietor approached the Petitioner to avail loan facility to tune of Rs. 10 lakhs, for expansion of his business. Petitioner sanctioned the loan and a formal Master Loan Agreement was executed on 18.04.2019. Loan was to be repaid in 24 monthly instalments of Rs. 50,409/- each. However, Respondent started defaulting in repayment of loan and Petitioner issued Loan Recall Notice/Termination Notice dated 12.11.2019. Legal notice dated 06.07.2024 was sent to the Respondent seeking outstanding amounts but payments were not made. Petitioner invoked Arbitration Clause 10.1 of the Loan Agreement by sending notice dated 29.06.2024 but



Respondent failed to concur in the appointment of the Arbitrator.

3. Notice was issued in this petition to the Respondent through all permissible modes. Affidavit of service has been filed by the Petitioner, as per which Respondent has been served through e-mail on the e-mail Id provided by the Respondent at the time of execution of the Loan Agreement and the e-mail has not bounced back. This is the second call of the matter. None appears for the Respondent on the second call and none appeared on the first call. It appears that Respondent is not interested in contesting the petition and is accordingly set *ex parte*.

4. Master Loan Agreement executed between Petitioner and Respondent contains an arbitration clause envisaging reference of disputes arising out of or in connection with the said Agreement to arbitration by Sole Arbitrator with seat of arbitration designated as New Delhi. Invocation notice dated 29.06.2024 was sent by the Petitioner to the Respondent and was duly received. Hence, there is no impediment in appointment of a Sole Arbitrator.

5. Accordingly, Ms. Nishtha Jain, Advocate, (Mobile No. 9599290860), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.

6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.



8. Petition is disposed of in the aforesaid terms.

AUGUST 21, 2025
Shivam/Ch

JYOTI SINGH, J