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

+ **ARB.P. 1406/2025**

**M/S MONEYWISE FINANCIAL SERVICES PVT.
LTD.**

.....Petitioner

Through: Ms. Preeti Kumari, Advocate.

versus

**M/S PRIYA DENTAL CLINIC THROUGH ITS
PROPRIETOR AND ANR**

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

27.10.2025

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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 the disputes between the parties arising out of a Loan Agreement dated 17th February, 2024 entered into between the parties in terms of which the petitioner had advanced a loan of Rs. 15,13,394/- to the respondents.

2. Counsel for the petitioner submits that the aforesaid Agreement contains an arbitration clause, i.e. Clause 8.2, which provides for adjudication of any dispute 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, 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 maybe determined by the arbitration tribunal. Any award by the arbitration tribunal shall be final and binding.”

3. He further submits that since the respondents failed to repay the loan amount, the petitioner sent a notice to the respondents on 4th June, 2025 through speed post and on 6th June, 2025 through email invoking the aforesaid arbitration clause under Section 21 of the Act. However, no reply to the said notice has been received by the petitioner on behalf of the respondents. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
4. An affidavit of service has been filed on behalf of the petitioner, in terms of which the respondents have been served through email and WhatsApp. The email address on which service has been affected is the same as the one provided in the loan documents.
5. None appear on behalf of the respondents despite service.
6. 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.

7. Mr. Anant Mann (Mobile No.: 8826876541, Email Address: anant_mann@hotmail.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

8. The following directions are issued in this regard:

a. The Arbitrator shall be entitled to fees as per the Fourth Schedule of the Act.

b. 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.

c. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

d. 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

OCTOBER 27, 2025/ds