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

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ARB.P. 1432/2025

M/S MONEYWISE FINANCIAL SERVICES PVT. LTD.

.....Petitioner

Through: Mr. Ranjeet Kumar & Ms. Preeti  
Kumari, Advs.

versus

DINESH TRADING CO. THROUGH ITS PARTNERS AND ORS

.....Respondents

Through: None

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

**28.11.2025**

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the respondents approached the petitioner for a loan facility for the purpose of expanding their business, pursuant to which the petitioner disbursed a loan of Rs. 10,08,929/-. Thereafter, a Loan Agreement dated 26.07.2023 was executed between the parties.
3. The said Loan Agreement contains an arbitration clause being 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 disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 06.06.2025 and thereafter filed the present petition.
5. Mr. Kumar, learned counsel for the petitioner, has handed over the document to indicate that the email ID of the respondents is [manavbansal183@gmail.com](mailto:manavbansal183@gmail.com). The document is taken on record.
6. The respondents are served at the said email ID [manavbansal183@gmail.com](mailto:manavbansal183@gmail.com). Despite service, there is nobody appearing on behalf of the respondents.
7. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
  - i) Mr. Sandeep Khatri, Advocate (Mob. No. 9582286878) 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 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 petitioner shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

**NOVEMBER 28, 2025 / (MS)**

**JASMEET SINGH, J**