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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1659/2024**
MONEYWISE FINANCIAL SERVICES PVT LTD.....Petitioner
Through: Ms. Mehvish Khan, Mr. Aman
Choudhary, Advs.

versus

NETSTAR INFOTECH THROUGH ITS PROPRIETOR SH
BHARAT LAXMIDAS SANGHVIRespondent
Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
27.03.2025

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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.
2. On 12.03.2025, the respondent was directed to be served through “Times of India” and “Lok Manthan” Thane Edition, Maharashtra.
3. Ms. Khan, learned counsel for the petitioner has handed over compliance affidavit, wherein the said service has been effected.
4. Despite service, there is nobody appearing on behalf of the respondent.
5. Hence, the matter is taken up for hearing.
6. In the present case, the petitioner entered into a Master Loan Agreement dated 30.11.2017 and advanced a loan of Rs. 15 lakhs.
7. The Master Loan Agreement contained arbitration clause being Clause 10.1 which reads as under:

“10.1 Arbitration

Notwithstanding anything contained in Clause 9 above, 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"), shall be referred to a sole arbitrator. The Chairman of Lender shall nominate any reputed person conversant with financing as the Sole Arbitrator. In the event the person so nominated refuses or is unable to act as Arbitrator the Chairman of Moneywise shall nominate another person as the sole arbitrator and so on. The language of the arbitration shall be English. The seat of the arbitration shall be at New 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."

8. Since the respondent defaulted in repaying the loan, the petitioner issued loan recall notice on 13.02.2019 and invoked arbitration *vide* legal notice dated 04.07.2024.
9. Thereafter, the present petition has been filed.
10. I am satisfied that there are disputes between the parties and despite



service, there is nobody appearing for the respondent.

11. For the said reasons, the petition is allowed with the following directions:

- i) Mr. Siddhartha Shankar Ray, (Adv.) (Mob. No. 9650580863) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) 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').
- 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 parties shall approach the learned Arbitrator within two weeks from today.

12. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 27, 2025/DM

Click here to check corrigendum, if any