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

+ **ARB.P. 1685/2024**

MONEYWISE FINANCIAL SERVICES PVT LTDPetitioner

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

versus

BEYOND TOYS AND GIFTS LLP THROUGH ITS DESIGNATED PARTNERS AND ORSRespondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

09.12.2025

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Loan Agreement dated 29.01.2019.

2. It is stated that under the said Agreement, the Petitioner has advanced a loan of Rs.25 lakhs which was to be repaid in 36 monthly installments by the Respondents. It is stated that the Respondents have failed to comply with their obligations and, therefore, disputes have arisen between the parties. It is stated by the learned Counsel for the Petitioner that as on date about Rs. 43,54,311/- is due and payable by the Respondents.

3. It is stated that the Petitioner has filed various cases including 3 cases under Section 138 NI Act, 1881 and under Section 25 PASS Act, 2007



against the Respondents.

4. A notice dated 16.09.2024 under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioner to the Respondents invoking Arbitration. It is stated that Clause 10.1 of the Agreement contains an Arbitration Clause which provides that disputes arising between the parties under the Agreement shall be decided by means of Arbitration and the seat of Arbitration shall be Delhi. It is stated that the Respondents, in their reply dated 22.08.2024, have admitted the liability of Rs.7,15,059/- but have remained silent on the resolution of disputes through arbitration. The Petitioner has, therefore, approached this Court by filing the present Petition.

5. Notice in this Petition was issued on 22.10.2024. Affidavit of service has been filed. The affidavit of service indicates that the Respondents have been served through paper publication. Despite service there is no appearance on behalf of the Respondents.

6. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

7. Accordingly, Ms. Kashika Gera, Advocate (Mob: 9899391893) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks



of entering the reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression on the merits.

12. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 09, 2025

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