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

+ **ARB.P. 1591/2025**

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

.....Petitioner

Through: Mr. Aman Choudhary, Advocate.

versus

**MR. RAJ KUMAR SINGH, PROPRIETOR OF KUMAR PRINTING
AND TEXTILES AND ANR**

.....Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

12.11.2025

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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 23rd January, 2025 entered into between the petitioner and 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. For ease of reference, Clause 8.2 of the Agreement is set out below:-



B.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"), shall be referred to a sole arbitrator duly appointed by the Lender. 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.

3. He further submits that since the respondents failed to repay the loan amount, the petitioner issued a notice dated 24th July, 2025 to the respondents invoking the aforesaid arbitration clause in terms of Section 21 of the Act. However, the respondents failed to respond to the aforesaid notice.
4. Notice in the petition was issued on 25th September, 2025 and two weeks' time was given to the respondents to file reply.
5. As per the report of the Registry, the respondents have been served through e-mail.
6. None appears on behalf of the respondents despite service.
7. Accordingly, the disputes between the parties are referred to the Arbitral Tribunal comprising a Sole Arbitrator.
8. Mr. Sudeep Dey, Advocate (Mob. No. +91-9205541539) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
9. The following directions are issued in this regard:
 - a. 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.



- b. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
 - c. The parties shall approach the Arbitrator within two (2) weeks from today.
 - d. 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 Sole Arbitrator.
10. The petition stands disposed of in the aforesaid terms.
11. 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

NOVEMBER 12, 2025

Vivek/-