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

+ ARB.P. 1632/2025 & I.A. 25019/2025

M/S MONEYWISE FINANCIAL SERVICES PVT.
LTD.

.....Petitioner

Through: Ms. Mehvish Khan, Mr. Aman
Choudhary, Advs.

versus

GROWIA FACILITY SERVICES PRIVATE LIMITED
THROUGH ITS DIRECTORS AND ORS.

.....Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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18.11.2025

1. The present petition has been filed under Section 11(5) and 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 Master Loan Agreement dated 26th August, 2022 (hereinafter 'Agreement'), entered into between the parties.
2. The aforesaid Agreement contains an arbitration clause, i.e. Clause 8.2. For ease of reference, the said 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"), 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. Since there were disputes between the parties, the petitioner sent a notice dated 18th August 2025 to the respondents, invoking the aforesaid arbitration clause under Section 21 of the Act.
4. Since the respondents have not replied to the aforesaid notice, the petitioner has been constrained to approach this Court by way of the present petition.
5. As per the affidavit filed on behalf of the petitioner, respondents have been served through email.
6. As per the report of the Registry also, the respondent no.3 has been served through email.
7. None appears on behalf of the respondents despite service.
8. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:
 - a. Ayushya Kumar, Advocate (Mobile No.: +91-9810837473) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter ‘DIAC’).



- c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - d. 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.
 - e. The parties shall approach the Arbitrator within two (2) weeks from today.
9. 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 objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.
10. The petition stands disposed of in the aforesaid terms.
11. All pending applications stand disposed of.
12. 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 18, 2025/neha