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

+ **ARB.P. 1763/2025**

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

Through: Ms. Preeti Kumari, Adv.

versus

MAHESH TRADERS THROUGH ITS PROPRIETOR AND ANR

.....Respondents

Through: Mr. Mahesh Singhal, Respondent-in-person

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.11.2025

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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 seeking loan facility to the tune of Rs. 20,17,859 for the purpose of expanding its business which was disbursed by the petitioner. The parties entered into a Loan Agreement dated 31.07.2022 as per which the loan was advanced for a period of 36 months with the interest at 19.5% per annum.
3. The said Loan Agreement contains an arbitration clause being Clause No. 8.2 which reads as under:

“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."

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 01.08.2025 and thereafter filed the present petition.
5. Mr. Singhal, respondent No.1 appears in-person as well as on behalf of the respondent No.2 and states that for the time being, he is unable to make any payment as the respondents are suffering from acute financial hardship. However, he states that if reasonable time schedule is given, he will be in a position to make the payment.
6. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
7. For the said reasons, the parties are referred to the permanent Lok Adalat on 05.12.2025 at 10:30 a.m.



8. In case the matter is not settled, the following directions will be issued:-
- i) Mr. Mohit Mudgal, Advocate (Mob. No. 9818885995) 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.
9. The Arbitrator shall enter reference after conclusion of Lok Adalat proceedings.
10. The present petition is disposed of in the aforesaid terms.

NOVEMBER 26, 2025 / (MS)

JASMEET SINGH, J