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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1827/2024**
MONEYWISE FINANCIAL SERVICES PVT LTD.....Petitioner
Through: Ms. Mehvish Khan, Mr. Aman
Choudhary, Advs.

versus

MARUTI TRADING CORPORATION THROUGH ITS
PROPRIETOR SH NILESH N PRAJAPATI AND ANR
.....Respondents
Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
06.05.2025

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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 to adjudicate the disputes between the parties arising out of the Master Loan Agreement dated 27.02.2023.
2. The petitioner entered into a Master Loan Agreement dated 27.02.2023.
3. Respondent No. 1 is the principal borrower and respondent No. 2 is the co-borrower.
4. The Master Loan Agreement contains arbitration clause being Clause 8.2 which reads as under:

“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."

5. Since there were defaults in the loan repayment, the petitioner issued loan recall notice dated 06.12.2023 and thereafter invoked arbitration vide legal notice dated 10.10.2024.
6. The respondents were earlier served by e-mail.
7. Thereafter, the petitioner sought liberty to serve the respondents through substituted service and now they have served the respondents through substituted service by way of publication in the newspaper of Indian Express and Jai Hind, Surat edition which is the last known address of the respondent.
8. I am satisfied that the respondents have been served through substituted service and despite service there is nobody appearing on behalf of the respondent.
9. There are disputes between the parties which need to be settled through arbitration mechanism.



10. For the said reasons, the petition is allowed with the following terms and conditions:

- i) Mr. Abhishek, Adv. (Mob. No. 9910206525) 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.
- vi) The petitioner shall approach the learned Arbitrator within two weeks from today.

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

JASMEET SINGH, J

MAY 6, 2025/DM [Click here to check corrigendum, if any](#)