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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1835/2024**

**MONEYWISE FINANCIAL SERVICES PRIVATE
LIMITED**

.....Petitioner

Through: Ms. Mehvish Khan, Advocate

versus

**BLACKBERRY OVERSEAS PVT LTD THROUGH ITS
DIRECTORS AND ORS**

.....Respondents

Through: Mr. Bhoop Singh, Advocate

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

25.02.2025

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1. By way of present petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks constitution of an Arbitral Tribunal comprising of a Sole Arbitrator, to adjudicate upon the disputes between the parties.
2. Learned counsel for the petitioner submits that the petitioner and respondents entered into a Master Loan Agreement dated 04.02.2019, Clause 8.4 of which provides that disputes with respect to the Agreement shall be resolved through arbitration. It further provides for the place of arbitration to be New Delhi.
3. Disputes having arisen between the parties, petitioner invoked arbitration vide notice dated 26.09.2024, issued to the respondents under Section 21 of the A&C Act.
4. Learned counsel appearing for the respondent, on instructions,



submits that the respondent has no objection to the matter being referred to the Arbitral Tribunal comprising of a Sole Arbitrator.

5. At this stage, without prejudice to its rights and contentions, learned counsel for the respondent prays that at the first instance, the parties be referred to the mediation to explore the possibility of an amicable settlement.

6. Learned counsel for the petitioner accedes to the aforesaid request.

7. Accordingly, list before the *Samadhan*, Delhi High Court Mediation & Conciliation Centre on 06.03.2025. In case, no settlement is arrived at between the parties within a period of four weeks or till further time as they jointly may seek, the matter shall stand referred to the arbitration. In view of the above, the present petition is disposed of with the following directions:

i) The disputes between the parties under the said agreement will stand referred to the Arbitral Tribunal comprising of Sole Arbitrator if parties are unable to reach an amicable settlement within the stipulated time before *Samadhan*, Delhi High Court Mediation & Conciliation Centre.

ii) Ms. Suriti Chowdhary, Advocate, Enrol. No. D/3823/2016 (Mob: 9713413083, Email: suriti@saazpartners.com) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree.

iv) The learned Arbitrator shall 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 on the existence and validity of the Arbitration agreement, arbitrability of any of the claim/counter claim, any other preliminary objection, need and legality of interim relief, as well as contentions on merits of the dispute by either of the parties including of limitation, are left open for adjudication by the learned arbitrator.

vi) The parties shall approach the learned arbitrator within two weeks thereafter.

MANOJ KUMAR OHRI, J

FEBRUARY 25, 2025

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