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

+ **ARB.P. 1797/2025**

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

.....Petitioner

Through: Ms. Preeti Kumari and Mr. Ranjeet  
Kumar, Advocates.

versus

**A2Z MOBILE GALLERY THROUGH ITS PROPRIETOR AND  
ORS**

.....Respondents

Through:

**CORAM:  
HON'BLE MR. JUSTICE AMIT BANSAL**

**ORDER  
10.12.2025**

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, (hereinafter 'the Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of Loan Agreement dated 31<sup>st</sup> August, 2023.
2. Counsel for the petitioner states that the Loan Agreement contains an arbitration clause, i.e. Clause 8.2, which provides for adjudication of any disputes arising between the parties by arbitration. For ease of reference, Clause 8.2 of the Loan Agreement 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") thereof shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"). The Dispute shall be referred to a sole arbitrator duly appointed by the Parties with mutual consent failing which the sole arbitrator shall be appointed in accordance with the Arbitration Act. The language of the arbitration shall be English. The seat of the arbitration shall be at 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 states that since there were disputes between the parties, the petitioner sent a notice dated 30<sup>th</sup> July, 2025 to the respondents under Section 21 of the Act, invoking the aforesaid arbitration clause.
4. The respondents did not reply to the aforesaid invocation notice.
5. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
6. Notice in the petition was issued on 30<sup>th</sup> October, 2025.
7. As per the report of the Registry, the respondents have been served through e-mail.
8. An affidavit has also been filed on behalf of the petitioner, in terms of which the respondents have been served through e-mail and WhatsApp.
9. None appears on behalf of the respondents despite advance service.
10. I am satisfied that there exists a valid arbitration agreement and there are disputes which need to be adjudicated through arbitral mechanism.
11. Accordingly, the dispute between the parties under the aforesaid Loan Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator.



The following directions are issued in this regard:

- i. Mr. Devansh Mohta, Advocate (Mob. No. +91-9873343240) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
  - ii. 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.
  - iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
  - iv. The parties shall approach the Arbitrator within two (2) weeks from today.
12. 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 Arbitrator.
13. The petition stands disposed of in the aforesaid terms.
14. 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**

**DECEMBER 10, 2025**

*Vivek/-*