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

+ **ARB.P. 1853/2024**

MONEYWISE FINANCIAL SERVICES PVT LTD.....Petitioner

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

versus

**JK LAMINATION THROUGH ITS PROPRIETOR SH ISRANI
AGDISHKUMAR ASHOKKUMAR AND ANRRespondent**

Through: None.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

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16.04.2025

1. Learned counsel for the petitioner has filed the affidavit of service which reads as under:

“AFFIDAVIT

I, Mehvish Khan D/o Sh. Sajed Khan aged about 35, Counsel for the Petitioner Company, Having Chamber No. 164, Civil Wing, Tis Hazari Courts, Delhi-110054, do hereby solemnly affirm as under:-

- 1. That I am the Counsel for the Petitioner Company in the present petition and as such I am fully competent to swear this affidavit.*
- 2. That I have served the notice issued by the Hon'ble High court along with the copy of the petition along with annexures to both the Respondents on behalf of the Petitioner Company through the e-mail i.e. arunimasinghjadaun@gmail.com on 06.02.25. The status of service pursuant to the said e-mail has been tabulated below. The copy of the e-mail is annexed herewith.*

<i>Respondent No.</i>	<i>E-mail address</i>	<i>Status/ Remark</i>
<i>1 and 2</i>	<i>jayisrani@yahoo.in</i>	<i>Unserved “Address not found”</i>



3. That I have attempted to serve the notice issued by the Hon'ble High court along with the copy of the petition along with annexures to both the Respondents on behalf of the Petitioner Company via WhatsApp on 06.02.2025 through the WhatsApp number 7764933350. The status of the attempted service via WhatsApp has been tabulated below. The screenshot of the WhatsApp messages is annexed herewith and the details of the same are tabulated as under:

Respondent No.	WhatsApp number	Date of service	Status
1	9978522444	06.02.2025	Delivered.
2	9978528280	06.02.2025	Delivered.

4. That I have sent the notice issued by this Hon 'ble Court along with copy of petition with annexures to the Respondent No. 1 on behalf of the Petitioner Company via Speed post and Courier to the following addresses:

S. No.	Address	Speed Post	Courier
1.	SHED NO. C1- 30/49, NARODA INDUSTRIAL ESTATE, GIDC NARODA, AHMEDABAD, GUJARAT- 382330		Unserved
2.	G-1101, ELEVENTH FLOOR, RIVER VELLY-1 , SARDAR NAGAR HANSOL, AHMEDABAD, GUJARAT- 382475	Delivered	Delivered
3.	1133 31 ANIL ESTATE, OPP. ST WORKSHOP NR. DHANUSHDHARI MANDIR, PATIA NARODA ROAD, AHMEDABAD, GUJARAT-382330		Unserved

5. That I have sent the notice issued by this Hon'ble Court along with copy of petition with annexures to the Respondent No. 2 on behalf of the Petitioner Company via Speed post and Courier to the following



address:

<i>S. No.</i>	<i>Address</i>	<i>Speed Post</i>	<i>Courier</i>
<i>1.</i>	<i>G-1101, ELEVENTH FLOOR, RIVER VELLY-1, SARDAR NAGAR HANSOL, AHMEDABAD, GUJARAT-382475</i>	<i>Unserved</i>	<i>Delivered.</i>

6. That the postal Receipts, Courier along with their tracking reports are annexed herewith

*-sd-
DEPONENT"*

2. According to her, the speed post service was effected on both the respondents upon the address forming part of the loan agreement.
3. In view of the aforesaid, service to the respondents stands complete.
4. The facts of the case would indicate that on 23.02.2023, a Master Loan Agreement (MLA) was executed between the parties, and a loan for a sum of Rs. 13,31,786/- was sanctioned.
5. As per the case set up by the petitioner, the said loan amount was disbursed to the respondents in terms of the aforesaid loan agreement. The petition also states that the respondents have not obeyed the fiscal discipline as has been stipulated in the agreement for repayment, and, therefore, the notice under Section 21 of the Arbitration and Conciliation Act, 1996 (A & C Act) was also issued on 10.10.2024.
6. It is also stated in the petition that despite notice, the balance amount was not paid. Therefore, in light of the aforesaid, the petitioner has approached this Court by way of the instant petition.
7. The Court finds that in Clause 8.2 of the MLA, the provision for the resolution of disputes by reference to arbitration is enshrined. Clause 8.2 of



the said agreement 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 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.”

8. It is thus seen that the dispute is amenable to be adjudicated by the arbitrator. It is explicitly evident that where there exists an arbitration clause in the event any dispute arises between the parties, there is no impediment in appointing an independent Sole Arbitrator for adjudicating the same. Reference can be made to the decisions of the Supreme Court in ***Perkins Eastman Architects DPC v. HSCC (India) Ltd.***,¹ ***TRF Limited v. Energo Engineering Projects Ltd.***,² ***Bharat Broadband Network Limited v. United Telecoms Limited.***,³ and ***Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In***

¹ (2020) 20 SCC 760

² (2017) 8 SCC 377

³ 2019 SCC OnLine SC 547



*re*⁴.

9. Accordingly, Ms. Akanksha Mathur, Advocate (Mobile No. 9013778093, e-mail id: akankshmathurlegal@gmail.com) is appointed as the sole Arbitrator.

10. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

12. The registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

13. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

14. The petition stands disposed of in the aforesaid terms.

15. Invariably, the Court has seen that in a plethora of cases, the petitioners fail to provide specific particulars in the list of dates and events. The list of dates so presented lacks the necessary precision required for a clear and orderly presentation of the case before the Court. In a significant number of instances, the list of dates is submitted in an informal and unorganized manner, as is evident in the present matter. The aforesaid practice undermines the cardinal principle of structured and systematic presentation of facts in the petition/plaint and inevitably contributes to unnecessary delays in the judicial proceedings.

⁴ 2023 SCC OnLine SC 1666.



16. The Court, therefore, directs the Registry that all dates and their relevance must find a place in the list of dates if those dates are finding a place in the facts of the suit/petition/appeal. Let the Registry to also ensure that unless the list of dates and events are adequately specified, the matter should not be listed before the Court.

PURUSHAINDR KUMAR KAURAV, J

APRIL 16, 2025

aks/mj

Click here to check corrigendum, if any