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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1875/2025

MONEYWISE FINANCIAL SERVICES PVT LTDPetitioner

Through: Ms. Preeti kumara, Mr. Ranjeet
Kumar, Advs.

versus

VAIBHAV KHANNA AND ANR

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

12.12.2025

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1. This is a petition filed under section 11(6) of Arbitration and Conciliation Act, 1996 (hereinafter referred to as the “**Act**”) seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the respondents approached the petitioner for a grant of business loan. Subsequent to this the parties entered into a Loan Agreement dated 25.09.2024 for a sum of Rs. 30,30,034/-. The said amount was disbursed to the respondents. Respondent No. 1 is a proprietorship concern of respondent No. 2 and respondent No. 3 is the co-borrower.
3. The said Loan Agreement contains an arbitration clause being Clause No. 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”), 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 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.”

4. Since there are disputes between the parties, the petitioner invoked arbitration vide legal notice dated 14.08.2025. Thereafter, the present petition has been filed.
5. The respondents have been served at the email IDs being drvaibhavkhanna@gmail.com and kartikkhanna97@gmail.com, as per the details of the borrowers.
6. Despite service, there is nobody appearing on behalf of the respondents.
7. I am of the view there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Ms. Aakanksha Kaul (Advocate) (Mob. No. 9818131566) 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.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 12, 2025/sp