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

+ **ARB.P. 1940/2024**

MONEYWISE FINANCIAL SERVICES PVT LTDPetitioner

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

versus

**CAREX CARGO EXPRESS THROUGH ITS PROPRIETOR SH
NAVEEN KUMAR AND ANR.**Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

02.04.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (*“the Act”*) seeking appointment of an Arbitrator for adjudication of disputes between the parties, arising out of the Master Loan Agreement dated 14.06.2022 (*“the Agreement”*).
2. The brief facts of the case are that *vide* the Agreement, the petitioner had advanced a loan of Rs.15,13,394/- to the respondents.
3. The respondent No.1 is a proprietorship concern and is the main borrower. The respondent No.2 is the co-borrower.
4. The said loan amount was repayable into 36 installments of Rs.54,713/- each.
5. The respondents defaulted in the repayment of the loan amount and also breached the other terms and conditions of the Agreement.
6. Hence, the petitioner issued a Loan Recall/Termination dated 14.12.2022 to the respondents.
7. The said Agreement contained 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"), 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.”

8. The petitioner sent a notice under Section 21 of the Act for invoking arbitration and amicable settlement of disputes via e-mail dated 09.10.2024 on the e-mail address provided by the respondents themselves. The petitioner also sent a notice to the last known address of the respondents as provided by the respondents themselves on



11.10.2024.

9. However, the respondents have not responded to the same.
10. Hence, the present petition.
11. As per Schedule I of the Agreement, the details of borrowers contains the email address of the respondents as carexcargojaipur@gmail.com.
12. The affidavit of service shows that the respondents have been served at the said email address.
13. On perusal, I am satisfied that the respondents have been served and despite service, there is nobody appearing on behalf of the respondents in Court today.
14. I am also satisfied that there are disputes pending between the parties and the same needs to be resolved through the arbitration process.
15. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Varun Kumar Deswal, Advocate (Mob. No. 7838289358) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (“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 parties shall approach the learned Arbitrator within two weeks from today.
16. The present petition is disposed of accordingly.

JASMEET SINGH, J

APRIL 2, 2025 / (MS)

Click here to check corrigendum, if any