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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1959/2024**
MS MONEYWISE FINANCIAL SERVICES PVT. LTD.

.....Petitioner

Through: Appearance not given.

versus

MS SANSQUARE AUTOMATION PRIVATE LIMITED & ORS.

.....Respondents

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
28.03.2025

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1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator.
2. The parties entered into a Master Loan Agreement dated 18.10.2022, wherein the respondent no.1 was the principle borrower and the respondents no.2 and 3 were co-borrowers.
3. The Arbitration Clause is Clause 8.2 of the Master Loan Agreement and 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, of 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.”

4. Since the respondent defaulted in making payment, the petitioner issued Loan Recall/ Termination Notice dated 08.05.2024 and invoked the arbitration on 16.10.2024. Thereafter, the present petition has been filed.
5. The e-mail address of the respondents, as per Schedule I of the Loan Agreement are : purnima@sapltech.com and deepankar9@sapltech.com.
6. The respondents have been served at the e-mail IDS as well as through WhatsApp on their mobile number.
7. Despite service, there is no body appearing.
8. I am satisfied that there are disputes between the parties, which need to be adjudicated through arbitration process.
9. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Advocate Bhavya Sethi (Mob. No. 9811389644) 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 (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 parties shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.
11. Affidavit of service is taken on record.

JASMEET SINGH, J

MARCH 28, 2025/pk

Click here to check corrigendum, if any