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

+ **ARB.P. 1972/2024**

MONEYWISE FINANCIAL SERVICES PVT LTDPetitioner

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

versus

MOUNTAIN STAINLESS LLP AND ORS.Respondent

Through: Ms. Sanjana Chaba, Adv.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

24.02.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('**A&C Act**'), seeking appointment of the Sole Arbitrator for the adjudication of disputes between the parties arising out of the '*Loan Agreement*' dated 30th June 2023, executed between the parties.

2. Post notice, counsel for respondent appears and states that respondents are based out of Ahmadabad and therefore, this Court will not have the jurisdiction.

3. It is submitted by counsel for petitioner that as per clause 7.1, the parties had agreed to submit the exclusive jurisdiction of the Courts at Delhi. More importantly, as per clause 8.2, the Seat of the Arbitration was specified in Delhi. The relevant clauses are as under:

7.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of India, without regard to its principles of conflict of laws, the Parties agree to submit to the exclusive jurisdiction of the courts in Delhi, alone.



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.

4. Accordingly, the objections to territorial jurisdiction may not have relevance.

5. Since there were disputes between the parties, petitioner invoked arbitration *vide* notice dated 24th April 2023, which was not responded to by respondent.

6. Counsel for petitioner states that the outstanding amount of respondents as of today, is estimated to be *Rs. 17 lacs*, on account of a loan which was provided to them.

7. Considering the aforesaid, the petition is allowed. The following directions are issued:

- i) *Ms. Pavitra Kaur*, Advocate (Mob. No. 9811999292) 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'). The remuneration of the Arbitrator shall be as per DIAC rules.
- iii) The Sole Arbitrator is requested to furnish a declaration in terms of Section 12 of the A&C Act prior to entering into the reference.
- iv) It is made clear that all the rights and contentions of the parties,



including the arbitrability/maintainability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute by either of the parties are left open for adjudication by the Sole Arbitrator.

v) The parties shall approach the Sole Arbitrator within two weeks from today.

8. The petition is disposed of.

9. Order be uploaded on the website of this Court.

ANISH DAYAL, J

FEBRUARY 24, 2025/RK/bp