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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1976/2024**
MONEYWISE FINANCIAL SERVICES
PVT LTDPetitioner

Through: Mr. Ranjeet Kumar, Advocate

versus

AQUARIUS H20 DYNAMICS PVT. LTD
AND ORSRespondents
Through: Mr. Simranjeet Singh, Advocate
(through VC)

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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18.03.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('Act of 1996'), the petitioner seeks appointment of an Arbitral Tribunal comprising of a Sole Arbitrator, to adjudicate the disputes between the parties.
2. It is stated in the petition that the disputes between the parties have arisen with respect to Master Loan Agreement dated 08.06.2022. It is stated that the said agreement contains an arbitration agreement at Clause 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 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.”

3. It is stated that since there were disputes between the parties, the Petitioner invoked arbitration agreement vide notice dated 21.10.2024 invoking the arbitration agreement recorded in clause 8.2 of the agreement.

4. Mr. Simranjeet Singh, Advocate appears on behalf of Respondent Nos. 1 and 2. He states that there are already Section 138 Negotiable Instruments Act, 1881 proceedings pending between the parties with respect to the loan transaction which is subject matter of the Arbitration. He however, states that he has no objection to an appointment of an Arbitrator without prejudice to rights and contentions of the Respondents on the merits of the claims urged by the Petitioner herein.

5. He states that Respondent No. 3 as well is a Director in Respondent No. 1, however, there are inter-se management disputes and therefore, he has no instructions to represent Respondent No. 3. He confirms that Respondent No. 3 is presently a Director of the Respondent No. 1 company.

6. Learned counsel for the Petitioner states that Respondent No. 3 has been duly served through e-mail. He states that the service effected through speed post and courier have been returned with the remark not-served. He states that, however, considering the fact that Respondent No. 3 is also a Director in Respondent No. 1 and Respondent No. 1 has been duly served on the e-mail address, as well as Respondent No. 3 has been duly served on the e-mail address furnished by him in the Schedule I to the loan agreement, he



states that Respondent No. 3 is as well deemed to be served in this matter.

7. He states that the amount invoked in the present proceedings is approximately Rs. 20 lakhs. He states that an Advocate be appointed as an Arbitrator and the arbitration proceedings be conducted under the aegis of the Delhi International Arbitration Centre (DIAC).

8. This Court has heard the submissions of the parties.

9. In the facts noted above, this Court is satisfied that Respondent no. 3 has been duly served.

10. Further, having perused clause 8.2, this Court is satisfied that there is a valid arbitration agreement between the parties which has been duly invoked vide notice dated 25.10.2024.

11. Accordingly, the present petition is allowed and Ms. Anubha Goel Advocate (D-2226/2014) (Mob. No. 9873075650; E-mail: anubhagdelhi@gmail.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

12. The arbitration will be held under the aegis of the Delhi International Arbitration Centre ('DIAC'). The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1996. The Arbitrator will be at liberty to hold the arbitration at a venue outside the DIAC and the cost of the venue will be borne by the parties.

13. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the A&C Act before entering into the reference.

14. It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

15. Respondent Nos. 1 and 2 are directed to file within one (1) week an



affidavit disclosing the e-mail address and mobile number of Respondent No. 3 which is within their knowledge. Upon the affidavit being filed, the said affidavit will be relied upon by the Petitioner while drafting its memo of parties in the statement of claim. This affidavit shall also be provided to DIAC.

16. Respondent nos. 1 and 2 are further directed to notify Respondent no. 3 about the passing of the present order and file an affidavit of service within one (1) week.

17. The statement of claim will be filed within six (6) weeks.

18. List the matter before the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi for preliminary hearing to be presided over by the learned sole Arbitrator on 06.05.2025.

19. The DIAC is directed to register the case and issue fresh notice to the Respondents for the hearing dated 06.05.2025.

20. With the aforesaid direction, the petition stands disposed of.

21. The registry is directed to send a copy of this order to Secretary, DIAC for information and compliance and the learned Sole Arbitrator.

22. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J
MARCH 18, 2025/msh/AKT

[Click here to check corrigendum, if any](#)