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

+ **ARB.P. 2022/2024**

MONEYWISE FINANCIAL SERVICES PVT LTD

Through: Ms.Mehuish Khan, Mr.Ranjeet Kumar and Mr.Aman Choudhary, Advocates.Petitioner

versus

M/S IKKI FABRIC STUDIO THROUGH ITS PROPRIETOR SH KANAN GOENKA AND ORS

Through: Ms.Akriti Singh, Advocate.Respondent

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% **13.01.2025**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the 1996 Act) by the petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes that have arisen between the parties under the Master Loan Agreement dated 22.08.2022.
2. Heard learned counsel appearing on behalf of the parties.
3. On notice being issued, Ms. Akriti Singh, learned counsel appears on behalf of the respondents. She submits that the respondents do not have any objection with respect to the appointment of an Arbitrator to decide the dispute that has arisen in the instant case.
4. The Court takes note of the Clause 8.2 of the Master Loan Agreement



dated 22.08.2022, 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.”

5. A perusal of the petition indicates that respondent No. 1 availed the loan of Rs.15,13,394/- in the month of August 2022 for the expansion of business and the said loan facility was sanctioned to respondent No. 1. Respondent No. 2 and 3 stood as Co-Borrowers/ Co-applicants to the aforesaid loan. The loan amount was disbursed to respondent No. 1 in terms of the Master Loan Agreement dated 22.08.2022, executed between both parties with several terms and conditions. According to the petitioner, the respondents defaulted in the repayment of the loan amount, and thereafter, on 14.10.2024, the petitioner sent notice under Section 21 of the 1996 Act via e-mail, for invoking arbitration and amicable settlement of the disputes, to respondent No.1. According to the petitioner, the respondents are liable to pay an outstanding amount of Rs.14,66,966/- alongwith *pendente lite* and future interest.

6. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Master Loan Agreement, this Court is



inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

7. Accordingly, Mr. Varun Mohan Srivastava, Advocate (Mobile No. +91 9643728966, Email Id: varun_mohan@outlook.com) is appointed as the sole Arbitrator.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

10. The registry is directed to send a receipt of the copy of this order to the learned arbitrator through electronic mode as well.

11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

12. The petition stands disposed of in the aforesaid terms.

PURUSHAINDR KUMAR KAURAV, J

JANUARY 13, 2025

Nc/mjo