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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 2070/2024

MONEYWISE FINANCIAL SERVICES PVT LTD

.....Petitioner

Through: Ms. Mehvish Khan, Adv.

versus

**MR TRADING CO THROUGH ITS PROPRIETOR SH MONISH
RAJKUMAR AGRAWAL AND ANR**

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

09.09.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the petitioner advanced a loan to the respondents through a Master Loan Agreement dated 30.09.2022. The respondent No.1 was the principal borrower and the respondent No.2 was the co-borrower / co-applicant.
3. The Master Loan Agreement contained the arbitration clause being 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”), 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 there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 09.10.2024 and thereafter filed the present petition.
5. Despite opportunities being given before, the respondents have not filed any reply.
6. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Abhishek Grover, Advocate (Mob. No. 9871804549) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules 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 petitioner shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

SEPTEMBER 9, 2025 / (MS)

JASMEET SINGH, J