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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ ARB.P. 2076/2024
MONEYWISE FINANCIAL SERVICES PVT LTD

.....Petitioner

Through: Ms. Mehvish Khan, Mr. Aman
Choudhary, Advs.

versus

YOGESHWARI TRADERS THROUGH ITS PROPRIETOR SMT
VERSA VYAS AND ANR

.....Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

14.10.2025

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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 to adjudicate the disputes between the parties.
2. The facts are that the respondents' availed a loan to the tune of Rs. 15,13,394/- from the petitioner vide Loan Agreement dated 24.06.2022. The respondent No. 1 is the principal borrower and respondent No. 2 is the co-borrower.
3. The said Loan Agreement contains an arbitration clause being Clause No. 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 the 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 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 the 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 or its own fees and costs including attorney fees, except as may be determined by the arbitral tribunal. Any award by the Arbitration tribunal shall be final and binding.”

4. Since disputes arose between the parties, the petitioner invoked arbitration vide Legal Notice dated 09.10.2024 and thereafter, filed the present petition.
5. The respondents have been served by way of publication in the newspapers i.e. “Times of India”, Jaipur Edition and “Virat Vaibhav”, Jaipur Edition both dated 02.10.2025, pursuant to the order dated 19.05.2025 of the learned Joint Registrar, Delhi High Court.
6. However, despite service there is nobody appearing on behalf of the respondents.
7. I am satisfied that there is a valid arbitration clause between the parties and the disputes need to be adjudicated by way of arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-



- vii) Ms. Ananya Bhattacharya (Advocate) (Mob. No. 9811758559 / 7827087686) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - viii) 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').
 - ix) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - x) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - xi) 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.
 - xii) The petitioner shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of accordingly.

JASMEET SINGH, J

OCTOBER 14, 2025/sp