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

\+ ARB.P. 5/2025

MONEYWISE FINANCIAL SERVICES PVT LTD

.....Petitioner

Through: Ms. Mevish Khan, Mr. Aman Choudhary and Ms. Arunima Singh, Adv.

versus

SH RAKSHIT ASHWINBHAI PATEL AND ANR .....Respondents

Through: None.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

% **04.02.2025**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the petitioner seeking the appointment of the Arbitrator to adjudicate upon the disputes between the parties.

2. Learned counsel for the petitioner has placed on record an affidavit of service, which indicates that on WhatsApp No. 98252-44443 and No.93275-22306, the notices of this petition were served on respondents No.1 and 2. According to the said affidavit, the aforesaid WhatsApp numbers are part of the agreement.

3. In addition, notice of this petition has been served on respondent Nos.1 and 2 on email addresses, which are part of the agreement. The email to respondent No.1 has not been bounced back.

4. At this juncture, reference can be drawn to the case of ***Lease Plan India (P) Ltd. v. Rudraksh Pharma Distributor*** **(2024 SCC OnLine Del**

2687), wherein, this Court permitted the service of the petition by email and WhatsApp. The Court held as follows:

> "*7. **It is nonetheless clear that the respondents have been duly served by email and WhatsApp**. It may be noted that the email address and the mobile number of the respondents is mentioned in the Agreement itself [at page Nos. 35, 37, 40 and 43 of the petition]. The affidavit of service dated 28.03.2024, affirmed by the authorised representative/legal counsel of the petitioner - company, demonstrates service by both these modes.*
>
> ***8.** <u>Although service by email and WhatsApp is sufficient, it may also be noted that in the Agreement itself, the address of the respondent for the purposes of correspondence, provided in Clause 10.3, is the address at which service has been attempted</u>. The notice invoking arbitration sent to the same address was reported to have been delivered, but in the Speed Post report, by which the petition was sent to the address, it is stated that no such person is available at the address.*"

5. In view of the aforesaid, the service to the respondents is deemed to be complete.

6. Furthermore, the Court takes note of Clause 10.1 of the Master Loan Agreement dated 15.10.2018, which reads as under:-

> *"10.1 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."*

7. A perusal of the petition indicates that the respondents availed a loan of Rs.25,00,000/- in the month of October 2018 from the petitioner and they are jointly and severally liable for repayment. The loan amount was

disbursed to the principal borrower in terms of the Master Loan Agreement dated 15.10.2018, 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 09.10.2024, the petitioner served a notice u/s 21 of the 1996 Act to respondents at the last known and correct address of respondents, for invoking arbitration and an amicable settlement of the disputes. According to the petitioner, the respondents are liable to pay an outstanding amount of Rs.13,10,881.59/- along with *pendente lite* and future interest.

8. In view of the fact that the disputes have arisen between the parties and there is an arbitration clause i.e. clause 10.1 in the Master Loan Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

9. Accordingly, Mr. Vatsal Joshi (Mobile No. +91 7011972823 email id – vatsal.law@gmail.com) is appointed as the sole Arbitrator.

10. 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.

11. 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.

12. The registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through email.

13. 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.

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

PURUSHAINDRA KUMAR KAURAV, J

FEBRUARY 4, 2025/DPA/DP

Click here to check corrigendum, if any