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

+ **ARB.P. 56/2025**

**MONEYWISE FINANCIAL SERVICES PVT LTD** .....Petitioner

Through:

versus

**AP LOGISTICS AND COURIER SERVICES THROUGH ITS  
PARTNERS & ORS.** .....Respondent

Through:

**CORAM:  
HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

**21.05.2025**

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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 arising out of the Loan Agreement dated 19.07.2023.
2. The 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 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. The facts are that the petitioner and the respondent(s) entered into a Loan Agreement dated 19.07.2023, under which the petitioner advanced a loan of Rs 20,17,858 to the respondent(s). The respondent No. 1 is the principal borrower and respondent nos. 2 and 3 are co-borrowers.

4. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 23.10.2024.

5. In the present petition, notice was issued on 22.01.2025. As per the affidavit of service, respondent(s) have been served at their E-mail IDs i.e. aplogistics.pb.service@gmail.com (respondent No. 1); aladeepak@gmail.com, (respondent no. 2) and johansingh1991@gmail.com (respondent no. 3), which are the E-Mail IDs mentioned in the Loan



Agreement.

6. I am satisfied that the respondent(s) have been served and despite service, there is nobody appearing on behalf of the respondent(s).

7. Since there are amounts due and payable to the petitioner under the Loan Agreement dated 19.07.2023, the same have to be adjudicated through the arbitral mechanism.

8. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Kunal Mehta (Advocate) (Mob. No. 9999110690) 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 2 weeks from today.
9. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**MAY 21, 2025/sp**