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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 160/2025**
MONEYWISE FINANCIAL SERVICES PVT. LTD.....Petitioner
Through: Ms. Preeti Kumari, Mr. Ranjeet
Kumar, Advs.

versus
SS ENTERPRISES AND ORSRespondents
Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **21.05.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the disputes between the parties arising out of Loan Agreement dated 31.08.2022.
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 for 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.”

3. The facts are that the petitioner and respondent(s) entered into a Loan Agreement dated 31.08.2022, under which the petitioner advanced a loan of Rs. 20,17,859/- to the respondent(s). The respondent No. 1 is the principal borrower and respondent Nos. 2 and 3 are co-borrowers.
4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 25.10.2024.
5. In the present petition, notice was issued on 23.01.2025, however, despite best efforts, the respondent(s) were unserved and the petitioner was allowed substituted service *vide* order dated 11.03.2025.
6. The respondent(s) have been served by way of publication in the newspapers namely “Indian Express” and “Dainik Jagran” Delhi Edition(s), where respondents last carried on its business and last resided.
7. I am satisfied that the respondent(s) have been served and despite service, there is nobody appearing on behalf of the respondents.
8. Since there are amounts due and payable to the petitioner under the Loan Agreement dated 31.08.2022, the same have to be adjudicated through the arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Ms. Rashmeet Kaur (Advocate) (Mob. No. 9818096859) 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.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 21, 2025/DM

[Click here to check corrigendum, if any](#)