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

+ **ARB.P. 37/2026 & I.A. 237/2026**

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

Through: Mr. Pankaj Kumar, Mr. Ranjit Kumar  
Dubey, Mr. Abhay Pandey,  
Advocates

versus

**SHRI KHATU SHYAM JI TRADERS AND ORS** .....Respondents

Through: None.

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

% **16.03.2026**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties under a Loan Agreement dated 25.04.2024 [**“Loan Agreement”**].
2. It is the case of the Petitioner that the Respondents approached the Petitioner for financial assistance, upon which a loan to the tune of Rs.30,26,788/- was sanctioned by the Petitioner to the Respondents under the Loan Agreement. It is stated that since the Respondents defaulted in repayment of the loan amount as per the Loan Agreement, a Loan Recall Notice dated 13.03.2025 was issued to the Respondents by the Petitioner.
3. It is stated that since the Respondents failed to honour their commitments, a notice under Section 21 of the Arbitration and Conciliation



Act, 1996 invoking arbitration under the Loan Agreement was sent to the Respondents on 29.03.2025. It is stated that till date, neither have the Respondents taken any steps to repay the loan amount nor responded to the notice dated 29.03.2025. Resultantly, the Petitioner has approached this Court seeking appointment of an arbitrator to adjudicate upon the disputes having arisen under the Loan Agreement.

4. Clause 8.2 of the Loan Agreement contains an arbitration clause, which specifically states that the seat of the arbitration shall be at Delhi.

5. Notice was issued in the petition on 07.01.2026.

6. Office Report indicates that notice has been served on the Respondents. Despite service, there is no appearance on behalf of the Respondents today.

7. In view of the fact that disputes have arisen between the Parties and the Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

8. Accordingly, Ms. Atreyi Chatterjee, Advocate (Mob. No.9899307149) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

9. 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.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

11. 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.

12. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

13. The petition stands disposed of in the above terms, along with pending application(s), if any.

**SUBRAMONIUM PRASAD, J**

**MARCH 16, 2026**

*S. Zakir*