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

+ **ARB.P. 41/2026**

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

Through: *Appearance not given*

versus

**AARTI SALES AND ORS .....Respondents**

Through: **Mr. Kunal Raikwar, Advocate**

**CORAM:**

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

**ORDER**

% **29.04.2026**

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 01.05.2024 (*hereinafter referred to as "Loan Agreement"*).

2. Clause 8.2 of the Loan Agreement contains an arbitration clause by which the Parties have decided to get their disputes adjudicated through arbitration. The said clause specifically states that the seat of the arbitration shall be at Delhi.

3. It is the case of the Petitioner that the Respondents had approached the Petitioner for financial assistance and a loan to the tune of Rs.25,22,323/- was sanctioned by the Petitioner to the Respondents *vide* the Loan Agreement. It is stated that since the Respondents defaulted in repayment of the loan amount, a Loan Recall Notice dated 09.04.2025 was



issued to the Respondents by the Petitioner.

4. 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 was sent to the Respondents on 05.05.2025. It is stated that despite notice, the Respondents have failed to pay the outstanding amount of Rs. 26,65,595/- (*hereinafter referred to as "Section 21 Notice"*).

5. Notice in the present Petition was issued on 08.01.2026.

6. Thereafter on 26.02.2026, this Court directed the learned Counsel for the Petitioner to file an affidavit, stating that Section 21 Notice was duly served upon the Respondents, along with the tracking report indicating the service. The matter was then adjourned to 20.03.2026.

7. The affidavit as directed above came to be filed by the Petitioner on 25.04.2026 stating as under:-

*"2. I say that the said notice dated 05.05.2026 was sent through Registered post vide Postal Receipts Nos. RD731553017IN, RD731553065IN, RD731553051IN, RD731553051IN & RD731552997IN dated 07.05.2025 on the correct addresses of the respondents. The copies of the invocation notice and postal receipts are already on the record. I could not retrieve the tracking reports in respect of the registered posts in time and now tracking reports of the same are not available on the postal site."*

8. Upon perusal of the said affidavit filed by the Petitioner and in view of the Section 27 of the General Clauses Act, 1897, this Court is of the opinion that service of the Section 21 Notice upon the Respondents was duly effected.

9. In view of the fact that disputes have arisen between the parties, this



Court is inclined to appoint an Arbitrator to adjudicate the disputes between the parties.

10. Accordingly, Ms. Shweta Mohta, Advocate (Mob. No. 9810949199) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a week of entering reference.

12. 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.

13. Needless to state, nothing in this Order shall be construed as an expression of this Court on the merits of the contentions of the parties.

14. The present Petition stands disposed of in the above terms along with pending application(s), if any.

**SUBRAMONIUM PRASAD, J**

**APRIL 29, 2026**

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