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

+ **ARB.P. 152/2026**

MONEYWISE FINANCIAL SERVICES PVT. LTD.Petitioner

Through: Ms. Arunima Singh Jadaun, Adv.
(Through VC)

versus

**MEDOX LIFESCIENCES THROUGH ITS PARTNERS AND
ORS.Respondents**

Through: None

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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25.03.2026

1. None appears for the respondents when the matter is called out, despite service.
2. On the last date of hearing, time had been taken on behalf of the respondents to file a reply. However, no reply has been filed.
3. Accordingly, this Court proceeds to deal with the matter.
4. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking appointment of a Sole Arbitrator for adjudication of dispute between the parties arising out of the Loan Agreement dated 21st February, 2023.
5. The learned counsel for the petitioner submits that an amount of Rs. 50,44,646/- was disbursed in favor of the respondents *vide* the Master Loan Agreement dated 21st February, 2023, which was to be repaid in thirty-six (36) installments of Rs. 1,82,376/- each.
6. It is submitted that the disputes have arisen between the parties as the



respondents defaulted in making regular payments of the loan amount as per the repayment schedule under the Master Loan Agreement, with last payment having been made on 23rd December, 2024.

7. Learned Counsel for the petitioner submits that the petitioner had initiated four (4) cases under the provisions of Section 138 of the Negotiable Instruments Act, 1881 in the year 2025, against the respondents, however, the same was to no avail.

8. He, thus, submits that the respondents continue to be in default in their re-payment liabilities under the Master Loan Agreement, therefore, the petitioner was constrained to issue a Loan Recall Notice dated 12th May, 2025, wherein, the respondents were requested to pay the outstanding dues.

9. At this stage, learned counsel for the petitioner brings the attention of this Court to the notices dated 07th June, 2025 and 06th November, 2025 issued under Section 21 of the Arbitration Act invoking arbitration under Clause 8.2 of the Master Loan Agreement, along with the tracking report of the notice dated 06th November, 2025.

10. This Court notes the Arbitration Clause contained in Clause 8.2 of the Master Loan Agreement dated 21st February, 2023, which is reproduced as under:

“xxx xxx xxx

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”), 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.

xxx xxx xxx”



11. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates reference of disputes to a Sole Arbitrator. Further, the Arbitration Clause shows that the seat of arbitration is at New Delhi.

12. Accordingly, in view of the above, there is no impediment in the appointment of an Arbitrator.

13. The Court notes that the petitioner has an approximate claim of Rs. 26 Lacs.

14. Learned Counsel for the petitioner submits that the Arbitration be conducted through Delhi International Arbitration Center (“DIAC”).

15. Therefore, this Court is satisfied that there are disputes between the parties and a valid Arbitration Clause, and accordingly the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

16. Accordingly, considering the submissions made before this Court, the following directions are issued:

- i) Mr. Raj Kumar Yadav, Advocate (Mob: +91-9818836222) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of DIAC, Delhi High Court, Sher Shah Road, New Delhi.
- 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 Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator’s appointment on that count, the parties are given liberty to file an appropriate application before this Court.



- v) It shall be open to the respondents to raise counter-claims, if any, in arbitration proceedings.
- vi) 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.
- vii) The parties shall approach the learned Arbitrator within two (02) weeks from the date of appointment of the Arbitrator.
17. It is made clear that this Court has not expressed any opinion on the merits of the case.
18. Accordingly, the present petition is disposed of in the aforesaid terms.
19. The Registry is directed to send a copy of this order to the Secretary, DIAC, as well as learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MARCH 25, 2026/KR