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

+ **ARB.P. 458/2026**

MONEYWISE FINANCIAL SERVICES PVT. LTD.Petitioner

Through: Ms. Preeti Kumari, Advocate.
(M): 9711615978
Email: advocatepreety@gmail.com

versus

**R.S. FASHION THROUGH ITS PROPRIETOR AND
ANR.Respondents**

Through: None.

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

**ORDER
28.04.2026**

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), for the appointment of a sole Arbitrator, to adjudicate the disputes between the parties, arising from the Loan Agreement dated 12th January, 2023 ("Loan Agreement"), as executed between the parties.
2. As per the Office Noting, both the respondents stand served. However, none appears for the respondents when the matter is called out.
3. Accordingly, the Court proceeds with the matter.
4. As per the facts on record, the respondents, who are husband and wife, approached the petitioner for availing a loan of Rs. 25,22,323/- (Rupees Twenty-Five Lakhs Twenty-Two Thousand Three Hundred and Twenty-Three only) for the purpose of expanding business of the respondent



company, i.e., R.S. Fashion, of which respondent no. 1, i.e., Mr. Amit Kumar, is the proprietor.

5. In pursuance of the representations made by the respondents, the petitioner advanced an unsecured loan of Rs. Rs. 25,22,323/- (Rupees Twenty-Five Lakhs Twenty-Two Thousand Three Hundred and Twenty-Three only) and executed the Loan Agreement, to which both the husband and wife are signatories.

6. As per the case of the petitioner, disputes have arisen between the parties owing to the respondents' continued default in adhering to the agreed terms and conditions of the Loan Agreement, and failure to repay the due amount therein.

7. Pursuant to the continued default, the petitioner issued a Loan Recall Notice dated 05th March, 2024 to the respondents, thereby, terminating the Loan Agreement, recalling the entire loan amount, and asking the respondents to pay the outstanding amount of Rs. 20,74,633/- (Rupees Twenty lakh Seventy-Four Thousand Six Hundred Thirty-Three Only). However, the respondents failed to repay the said amount.

8. Consequently, the petitioner invoked the Arbitration Clause, i.e., Clause 8.2 under the Loan Agreement *vide* Notice dated 16th January 2026, in terms of Section 21 of the Arbitration Act, and the same was duly served upon the respondent.

9. At this stage, the learned counsel for the petitioner draws the attention of this Court to the Arbitration Clause contained in the Loan Agreement, i.e., Clause 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"), 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.

10. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, whereby, the parties have agreed that the disputes shall be settled by arbitration in accordance with the provisions of the Arbitration Act. Further, the seat of arbitration shall be at New Delhi.

11. At this stage, the Court takes note of the submission made by the learned counsel appearing for the petitioner that there is an approximate claim of Rs. 31, 17, 145/- (Rupees Thirty-One Lakhs Seventeen Thousand One Hundred and Forty-Five only).

12. This Court further takes note of the submission made by the learned counsel appearing for the petitioner that the arbitration be conducted under the aegis and the Rules of Delhi International Arbitration Centre ("DIAC").

13. In view of the existence of a valid Arbitration Agreement between the parties as well as the disputes that have arisen between the parties, this Court is of the considered opinion that there is no impediment in appointment of an Arbitrator.

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

i) Mr. Abhishek Grover, Advocate (Mob: 9871804549) 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 at liberty to approach 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 today.

15. Accordingly, the present petition is disposed of in the aforesaid terms.

16. The Registry is directed to send a copy of this order to the learned Arbitrator, as well as the Secretary, DIAC for information and compliance.

MINI PUSHKARNA, J

APRIL 28, 2026

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