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

+ **ARB.P. 1159/2025**

M/S MONEYWISE FINANCIAL SERVICES PVT. LTD

.....Petitioner

Through: Ms. Preeti Kumari, Adv.

versus

SHIVAM ENTERPRISES

.....Respondent

Through: Mr. Aishwary Bajpai and Mr. Sachin
Banduni, Advs.

Mob: 9650156702

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

12.01.2026

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), for appointing a Sole Arbitrator for adjudication of the disputes between the parties, arising out of the Loan Agreement dated 31st March, 2023.

2. Learned Counsel appearing for the petitioner submits that as per the Loan Agreement dated 31st March, 2023, the petitioner agreed to advance an amount of Rs. 20,37,969/-, for a period of 36 months, with interest at the rate of 18% per annum. The respondents executed a Demand Promissory Note as the assurance to repay the loan advance. The repayment was to be made in 36 equal monthly installments of Rs. 73,677/-.

3. On account of default on part of the respondent, the petitioner issued a Demand-cum-Recall Notice dated 11th October, 2024, to the respondents for



repayment of outstanding debt within 7 days from the date of receipt of the notice.

4. Multiple opportunities were provided to the respondent to make payments, despite the same, the respondent failed to make payments of Rs. 16,63,801/- as on 06th May, 2025. It is further submitted that a Notice under Section 21 of the Arbitration Act dated 02nd June, 2025 and served on 04th June, 2025, was issued by the petitioner to the respondents, invoking the Arbitration Clause, i.e., Clause 8.2. Since no reply was received, the present petition was filed.

5. Learned counsel appearing for the respondent puts in appearance and submits that arbitration proceedings between the parties are already pending *qua* the dispute.

6. Responding to the same, learned counsel appearing for the petitioner submits that the petitioner has already withdrawn from the said arbitration proceedings and no arbitration proceedings are pending, as on date.

7. Learned counsel appearing for the respondent submits that in view of the aforesaid statement, he has no objection if a Sole Arbitrator is appointed.

8. Learned counsels appearing for both the parties jointly submit that the matter be referred to Delhi International Arbitration Centre (“DIAC”).

9. Having heard learned counsel for the parties, this Court notes that the Loan Agreement dated 31st March, 2023 contains the Arbitration Agreement in Clause 8.2, 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"

10. Accordingly, this Court is satisfied that there exists a valid Arbitration Agreement and there are disputes which need to be adjudicated through arbitral mechanism.
11. The claim amount as raised by the petitioner is approximately Rs. 16,63,801/-.
12. Accordingly, the following directions are issued:
 - (i) The Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (referred to as the 'DIAC') shall appoint the Sole Arbitrator to adjudicate the disputes between the parties.
 - (ii) The arbitration will be held under the aegis and rules of 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 Arbitration Act prior to entering into the reference.
 - (v) It shall be open to the respondent 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 weeks from appointment of the Arbitrator.

13. It is made clear that this Court has not expressed any opinion on the merits of the case.

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

15. The Registry is directed to send a copy of this order to the Secretary, DIAC for information and compliance.

MINI PUSHKARNA, J

JANUARY 12, 2026/SK