



\$~5

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

+ **ARB.P. 1395/2025**

MONEYWISE FINANCIAL SERVICES PVT. LTD.Petitioner

Through: Ms. Preeti Kumar, Adv.
M: 9711615978
Email: advocatepreety@gmail.com

versus

**ASHIANA ISPAT LIMITED THROUGH ITS DIRECTORS AND
ORS.Respondents**

Through: None.

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

ORDER
02.02.2026

%

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties arising out of a Loan Agreement and Deed of Guarantee, both dated 31st March, 2023.

2. It is the case of the petitioner that under the aforementioned Loan Agreement and Deed of Guarantee, a loan of Rs. 75,00,000/- (Rupees Seventy Lacs only) at an interest rate of 16% p.a. was extended to the respondent no. 1 through its directors, i.e., respondent nos. 2 to 5, for the purpose of expanding the business of respondent no. 1.

3. In terms of the Agreement and Deed between the parties, the respondents were obligated to repay the loan amount in 36 equal



installments of Rs. 2,63,678/- (Rupees Two Lacs Sixty Three Thousand Six Hundred and Seventy Eight only). However, the respondents committed default in repayment of the disbursed loan amount.

4. The petitioner issued a Loan Recall/Termination Notice on 11th January, 2025, calling upon the respondents to pay the outstanding amount of Rs. 47,85,601/- (Rupees Forty Seven Lacs Eighty Five Thousand Six Hundred and One only). Despite the same, the respondents failed to pay the outstanding amount.

5. Thereafter, a Notice under Section 21 of the Arbitration Act was issued by the petitioner to the respondents on 04th June, 2025, whereby, the petitioner invoked the Arbitration Clauses, as provided under the Loan Agreement and Deed of Guarantee. Since the respondents did not issue any reply to the said Notice dated 04th June, 2025, the present petition came to be filed.

6. This Court notes that upon issuance of notice in the present matter on 08th September, 2025, learned counsel appearing for the respondents had put in appearance on 17th October, 2025 and made a statement that there was a possibility of settlement. Accordingly, the matter was referred to the Delhi High Court Mediation and Conciliation Centre for mediation. The aforesaid order dated 17th October, 2025 reads as under:

“1. Counsel enters appearance on behalf of the respondents and submits that there is a possibility of settlement between the parties and the matter may be referred for mediation.

2. Accordingly, the parties are referred for mediation to Delhi High Court Mediation and Conciliation Centre (‘Mediation Centre’).

3. The parties, along with their respective counsel, shall appear before the Mediation Centre on 29th October, 2025 at 03:00 PM.

4. List before the Court on 19th December, 2025.”



7. Pursuant thereto, a Mediation Report dated 13th January, 2026 has been received from the Delhi High Court Mediation and Conciliation Centre, as per which, the mediation has ended as “Not-Settled”.

8. None appears for the respondents when the matter is called out today.

9. Learned counsel appearing for the petitioner draws the attention of this Court to *Clause 8.2* of the Loan Agreement dated 31st March, 2023, which contains the Arbitration Clause. The same reads 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. She further draws the attention of this Court to the dispute resolution clause being *Clause 7(a)* contained in the Deed of Guarantee dated 31st March, 2023 between the parties, which reads as under:

“xxx xxx xxx

7. DISPUTE RESOLUTION

- a. 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 bore 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. Learned counsel appearing for the petitioner further submits that the approximate claim amount is to the tune of Rs. 47,85,601/- (Rupees Forty Seven Lacs Eighty Five Thousand Six Hundred and One only). She submits that the arbitration may be referred to the Delhi International Arbitration Centre (“DIAC”).

12. Accordingly, this Court is satisfied that there exist valid Arbitration Clauses for the adjudication of the disputes, which have arisen between the parties, and thus, there is no impediment in appointment of an Arbitrator.

13. Accordingly, the following directions are issued:

- i. Mr. Kavindra Gill, Advocate (Mob: 9911755161, 8383083590) 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 the 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.

14. The petition is disposed of in the aforesaid terms.

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

MINI PUSHKARNA, J

FEBRUARY 2, 2026/KR