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

+ **ARB.P. 1872/2025 & I.A. 27762/2025**

MONEYWISE FINANCIAL SERVICES PVT LTD.Petitioner

Through: Mr. Manoj Verma, Advocate

Mob: 9711133597

Email: kmanojverma@gmail.com

Mr. Pankaj Kumar, Mr. Ranjit Kumar
Dubey and Mr. Abhay Pandey, Advs.
(Through VC)

Mob: 9650044113

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versus

MALANI INDUSTRIES AND ORS.Respondents

Through: Mr. Vipin Kumar, Mr. Aditya, Mr.
Tushar Singh and Mr. Akhil R., Advs.

Mob: 9671520024

Email:

vipinvashishth2000@gmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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04.02.2026

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 the disputes between the parties arising out of the Loan Agreement dated 01st August, 2024, entered between the parties.

2. Learned counsel for the petitioner submits that the Loan Agreement dated 01st August, 2024 was executed between the parties for a period of 36 months, and a loan amount of Rs. 50,50,057/-, was advanced to the



respondents *vide* the said agreement, at the agreed rate of interest @ 16.5% per annum.

3. Learned counsel appearing for the petitioner submits that as per the Loan Agreement, the respondents were required to pay a sum of Rs. 1,78,794/-, as equated monthly installments for 36 months to the petitioner.

4. Learned counsel for the petitioner further submits that on account of default by the respondents in making the payments, the petitioner issued a Loan Recall Notice dated 14th July, 2025, claiming the outstanding debt, to be paid by the respondents to the petitioner.

5. Subsequently, the petitioner sent a Notice dated 14th August, 2025 to the respondents under Section 21 of the Arbitration Act invoking the arbitration clause, i.e., Clause 8.2 of the Loan Agreement dated 01st August, 2024, to which no reply was made by the respondents.

6. Attention of this Court has been drawn to the arbitration clause, i.e., Clause 8.2 of the said Loan Agreement, which 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”) thereof shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended (“Arbitration Act”). The Dispute shall be referred to a sole arbitrator duly appointed by the Parties with mutual consent failing which the sole arbitrator shall be appointed in accordance with the Arbitration Act. The language of the arbitration shall be English. The seat of the arbitration shall be at 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”

7. Perusal of the aforesaid arbitration clause shows that the seat of



arbitration shall be at Delhi.

8. Learned counsel for the petitioner submits that the approximate claim amount is to the tune of Rs. 48,29,552.40/- (Rupees Forty Eight Lacs Twenty-Nine Thousand Five Hundred Fifty-Two and Forty Paise Only).

9. At this stage, on a pointed query, learned counsel appearing for the respondents submits that he has no objection to appointment of an Arbitrator.

10. Accordingly, this Court is satisfied that there is a valid Arbitration Agreement between the parties, and there are disputes between the parties, which need to be adjudicated by way of arbitral proceedings.

11. Accordingly, the following directions are issued:

- i. Ms. Sumati Anand, Advocate, (Mobile No.: 9312501598) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- iv. It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
- v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on merits of the



dispute of either of the parties, are left open for adjudication by the learned Arbitrator.

- vi. The parties shall approach the Arbitrator within two (2) weeks from today.
12. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.
13. The present petition, along with the pending application, is disposed of in the aforesaid terms.
14. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

FEBRUARY 4, 2026/ak