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

+ **ARB.P. 2151/2025**

MONEYWISE FINANCIAL SERVICES PVT LTDPetitioner

Through: **Mr. Ranjit Kumar Dubey, Advocate**
(through VC)

versus

JAI SHREE BALAJI AGENCIES AND ORS.Respondents

Through: **None.**

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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13.05.2026

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 31st December, 2024 ("Loan Agreement").
2. The Court records that Affidavit of Service has been filed on behalf of the petitioner, as per which, the respondents stand served through E-mail as well as Speed Post.
3. However, none appears for the respondents when the matter is called out, and further, no reply has been filed on their behalf. Accordingly, this Court proceeds with the present matter.
4. As per the fact on record, the petitioner had granted a loan of Rs. 21,21,884/- (Rupees Twenty One Lacs Twenty One Thousand Eight Hundred and Eighty Four Only) to the respondents *vide* the Loan Agreement, as per which, the respondents were to repay the said loan in 36



equated monthly instalments, along with interest @ 19% per annum.

5. Disputes have arisen between the parties as the respondents have failed in their payment obligations under the terms and conditions of the Loan Agreement. On account thereof, the petitioner was constrained to issue a Loan Recall & Termination Notice dated 11th August, 2025, whereby, the respondents were called upon to repay the outstanding loan amount, along with the interest applicable thereupon.

6. As no payment was forthcoming, the petitioner issued a Notice dated 04th September, 2025 under Section 21 of the Arbitration Act, invoking the Arbitration Clause between the parties, i.e., Clause 8.2 of the Loan Agreement. However, despite due receipt of the aforesaid Notice, the respondents have failed to submit any response thereto or remit the outstanding dues.

7. At this stage, learned counsel for the petitioner has drawn the attention of this Court to the Arbitration Clause, i.e., Clause 8.2 as contained in the Loan Agreement, which is reproduced as under:

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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.

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8. 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. Furthermore, Clause 8.2 stipulates that the seat of arbitration proceedings between the parties shall be at Delhi.

9. This Court notes the submission of learned counsel appearing for the petitioner that all the three respondents are signatories to the Loan Agreement.

10. Further, the learned counsel appearing for the petitioner submits that the petitioner has an approximate claim of Rs. 22,95,499/- (Rupees Twenty Two Lacs Ninety Five Thousand Four Hundred and Ninety Nine Only).

11. Thus, 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.

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

- i. Mr. Abhinav Singh, Advocate, (Mobile No.: +91-9811188892) is appointed as the 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 Arbitration 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 respondents to raise counter-claims, if any, in



the 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.
13. The present petition 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

MAY 13, 2026/ak