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

+ **ARB.P. 2152/2025**

MONEYWISE FINANCIAL SERVICES PVT. LTD.Petitioner

Through: Mr. Pankaj Kumar, Advocate
versus

SANDEEP SYNTHETIC AND ORS.

.....Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **12.05.2026**

1. The present petition has been filed under Section 11 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 the Loan Agreement dated 30th January, 2024 ("Loan Agreement").
2. This Court notes that in the order dated 19th February, 2026, it had been recorded that respondents have already been served. However, none has appeared on behalf of the respondents, despite service of notice.
3. As per the facts on the record, the petitioner granted a loan of Rs. 30,26,787/- to the respondents by way of the Loan Agreement, as per which, the loan had to be repaid in thirty-six equated monthly installments of Rs. 1,10,163/- each, along with interest @ 18.5% per annum.
4. It is noted that disputes arose between the parties as the respondents failed to make the payment of several installments, as per the terms and conditions of the Loan Agreement, on account of which the petitioner issued the Loan Recall Notice dated 11th August, 2025.



5. Subsequently, on account of the respondents not clearing the outstanding dues of the petitioner, the petitioner was constrained to issue the Invocation of Arbitration Notice dated 04th September, 2025 under Section 21 of the Arbitration Act.

6. At this stage, learned counsel for the petitioner submits that a fresh notice under Section 21 of Arbitration Act was served upon the respondent through E-mail dated 31st March, 2026, since proof of service of the earlier notice under Section 21 of the Arbitration Act was not available.

7. This Court notes that Affidavit of Service dated 08th May, 2026 has been filed towards the same, which shows that the respondents stand duly served with the Notice Invoking Arbitration.

8. Attention of this Court is brought to the Loan Agreement between the parties which contains the Arbitration Clause, i.e., Clause 8.2, 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”

9. Perusal of the aforesaid Arbitration Clause shows that there is a valid Arbitration Agreement between the parties, which stipulates that the seat of



Arbitration is at Delhi and all the disputes between the parties shall be referred to a Sole Arbitrator.

10. This Court records the statement made by learned counsel for the petitioner that the petitioner has approximate claim of Rs. 22,36,397.10/-.

11. In view of the existence of a valid Arbitration Agreement between the parties, and there being disputes between the parties, which are to be adjudicated by the learned Arbitrator, through the process of arbitration, this Court finds no impediment in appointing of an Arbitrator.

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

i) Ms. Yoothica Pallavi, Advocate (Mob: +91-8826514951) 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 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 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 (02) weeks from



today.

13. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

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

15. The Registry is directed to send a copy of this order to learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MAY 12, 2026/au