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

+ **ARB.P. 116/2026**

**M/S MONEYWISE FINANCIAL SERVICES PVT
LTD**

.....Petitioner

Through: Ms. Preeti Kumari, Advocate.

versus

TITU SINGH

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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09.02.2026

1. By way of this petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter, 'Act'), petitioner seeks appointment of an Arbitrator to adjudicate the dispute between the parties arising out of the appointment letter dated 24.06.2024. Clause 13 of the appointment letter is the arbitration clause.
2. As per the appointment letter, respondent was appointed to work in Delhi. The appointment letter has also been issued from Delhi.
3. The seat or venue of arbitration has not been mentioned in the arbitration clause. However, the arbitration clause mentions that Courts at Delhi alone shall have the sole and exclusive jurisdiction in relation to the matter of arbitration.
4. Further, the respondent was employed to work in Delhi and the appointment letter was also issued from Delhi, therefore, this Court would



have the jurisdiction to entertain the present petition.

5. The disputes having arisen between the parties, petitioner invoked the arbitration *vide* legal notice dated 18.06.2025. However, the said notice did not elicit any response from the respondent. Hence, the petitioner approached this Court under Section 11 of the Act.

6. Notice in the petition was issued *vide* order dated 16.01.2026. The service report shows that respondent has been served by an ordinary process. Despite service, there is no representation on behalf of the respondent.

7. At the stage of proceedings under Section 11 of the Act, the Court is only required to satisfy itself, *prima facie*, as to the existence of the arbitration agreement.

8. On perusal of the appointment letter, which is placed on record, this Court finds that appointment letter contains an arbitration clause. The respondent has also not appeared to controvert the averments made in the petition. The petition is, therefore, allowed.

9. Accordingly, the disputes between the parties are referred to arbitration of Mr. Kushagra Kumar, Advocate [Mob.: 9910770710].

10. The arbitration shall be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and will be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.

11. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.

12. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

13. As the respondent has not entered appearance in these proceedings, it



is made clear that the respondent must be served in accordance with DIAC Rules in the arbitration proceedings.

14. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 9, 2026/jg