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

+ **ARB.P. 47/2026 & I.A. 357/2026**

MONEYWISE FINANCIAL SERVICES PVT LTD.Petitioner

Through: Mr. Pankaj Kumar, Mr. Abhay
Pandey, Mr. Ranjit Kumar Dubey,
Advocates

versus

NAKODA ELECTRONIC AND MOBILE AND ORS.

.....Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **08.01.2026**

I.A. 357/2026 (For Exemption)

1. Exemption allowed, subject to just exceptions.
2. Application is disposed of.

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3. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of Sole Arbitrator for adjudication of disputes between the parties, arising out of the Loan Agreement dated 30th September, 2023.
4. Learned counsel appearing for the petitioner submits that as per the said Loan Agreement, the petitioner disbursed a business loan of Rs. 30,26,787/- to the respondents, and the respondents were to pay this amount in 36 equal monthly installments of Rs. 1,09,851/- each, with interest at



18.25% per annum.

5. It is submitted that the dispute arose as the respondents defaulted in repaying the loan by failing to pay several installments as per the agreed repayment schedule under the Loan Agreement.

6. It is further submitted that Clause 8.2 of the Loan Agreement is the Arbitration Clause, which provides the place of arbitration to be Delhi. Accordingly, a notice dated 29th March, 2025 was sent to the respondents under Section 21 of the Arbitration Act, invoking the Arbitration Clause. However, the same has not been replied by the respondents.

7. Issue notice to the respondents, by all modes, returnable on 05th February, 2026.

MINI PUSHKARNA, J

JANUARY 8, 2026

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