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

CNR No. DLHC010493962025

+ **ARB.P. 1079/2025**

M/S MONEYWISE FINANCIAL SERVICES PVT LTD.....Petitioner

Through: Mr. Ranjeet Kumar, Adv.

versus

VK TRADERS AND ORS

.....Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

31.08.2026

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1. This petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an arbitrator.
2. The brief facts are the petitioner granted a loan of Rs.12,14,329/- to respondent no.1, V.K. Traders, under the Master Loan Agreement dated 16.03.2022 (for short 'the agreement') with respondent nos.2 & 3 as co-borrowers/co-applicants. The respondents defaulted in payment pursuant to which the petitioner issued a Loan Recall/Termination Notice dated 14.12.2022. An amount of Rs.17,74,424.82/- was outstanding as on 11.02.2025. Clause 8.2 of the agreement provides for arbitration. The petitioner invoked the arbitration clause through notice dated 10.03.2025 under Section 21 of the Act. On failure to do the needful, the present petition is filed.



2.1 Clause 8.2 is reproduced below:

“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"), shall be referred to a sole arbitrator duly appointed by the Lender. The language of the arbitration shall be English. The seat of the arbitration shall be at New 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.”

3. The respondents were proceeded ex parte vide order dated 25.08.2026.
4. Accordingly, the petition is allowed by appointing Ms. Hemlata Rawat, Advocate (Mobile No.: 9811022733) as the sole arbitrator for adjudication of the disputes which have arisen between the parties.
5. The fees of the learned Arbitrator will be governed by Schedule IV of the Act. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.
6. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties, it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator



which will be considered in accordance with law.

7. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

AUGUST 31, 2026
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