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

% *Date of Decision: 24th July, 2023*

+ **ARB.P. 87/2023**

OYO WORKSPACES INDIA PVT. LTD. Petitioner

Through: Mr. Diptiman Acharya and
Mr. Sagar K. Pradhan, Advocates.

versus

AUFAIT TECHNOLOGIES PVT. LTD Respondent

Through: Mr. Mohammed Shahrukh,
Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

JUDGEMENT

JYOTI SINGH, J. (ORAL)

I.A. 7985/2023 (for delay in filing rejoinder, by Petitioner)

1. This is an application preferred on behalf of the Petitioner seeking condonation of delay in filing the rejoinder.
2. For the reasons stated in the application, the same is allowed.
3. Delay is condoned and the rejoinder is taken on record.
4. Application stands disposed of.

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5. Present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.

6. Petitioner is stated to be one of India's fastest growing start-ups and provides workplace solutions designed to meet the needs of corporates starting from budget to premium category and additionally



provides various services such as start-up talk, musical nights, entrepreneurial sessions etc. A Membership Agreement was executed between the parties on 16.12.2019, whereby Petitioner was entitled to a sum of Rs.1,62,000/- for the period 15.01.2020 to 15.01.2022, exclusive of GST for use of the property by the Respondent. Respondent allegedly did not clear the dues despite using the property and even the dues towards the unexpired lock-in period are outstanding to the tune of Rs.45,25,380/-.

7. It is Petitioner's case that on account of the breach of the Membership Agreement and non-payment of the dues, Petitioner invoked the arbitration clause vide notice dated 31.10.2022 and thereafter nominated an Arbitrator for adjudication of the disputes, as there is an arbitration clause in the Membership Agreement. Despite intimation, no one appeared on behalf of the Respondent before the Arbitrator. Respondent replied to the invocation notice questioning the arbitrability of the disputes and having no other remedy, Petitioner has filed the present petition.

8. Learned counsel appearing on behalf of the Respondent, on instructions, submits that he has no objection to the appointment of the Arbitrator if the proceedings are conducted under the aegis of Delhi International Arbitration Centre ('DIAC').

9. I have heard the learned counsels for the parties. It is undisputed that the Membership Agreement contains an arbitration clause which reads as follows:-

"Governing Law and Dispute Resolution:

Governed by Indian law. Disputes shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act 1996 at New Delhi only."



10. With the consent of the learned counsels for the parties and in view of the judgment of the Supreme Court in *Perkins Eastman Architects DPC and Another v. HSCC (India) Limited*, (2020) 20 SCC 760, I hereby appoint a sole Arbitrator to adjudicate the disputes between the parties. The Agreement is duly stamped and thus there is no impediment in allowing the petition.

11. Accordingly, the petition is allowed with the following directions:-

- (a) Mr. Abhimanyu A. Walia, Advocate (Mob.8800991188), is appointed as a sole Arbitrator to adjudicate the disputes between the parties pertaining to and in respect of Membership Agreement dated 16.12.2019. The arbitration proceedings shall be conducted under the aegis of DIAC;
- (b) Learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the 1996 Act prior to entering upon reference;
- (c) Fees of the learned Arbitrator shall be determined in terms of the Fourth Schedule of the 1996 Act.

12. Needless to state that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties are left open to be decided by the learned Arbitrator, in accordance with law. Learned counsel for the Respondent seeks and is granted liberty to file counter claims, if any, before the learned Arbitrator.

13. Petition stands disposed of in the aforesaid terms.

JYOTI SINGH, J