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

+ **ARB.P. 697/2023**

CALL 2 CONNECT INDIA PRIVATE LIMITED Petitioner

Through: **Mr. Vikas Arora & Ms. Radhika
Arora, Advocates.**

versus

M/S ONE97 COMMUNICATIONS LIMITED Respondent

Through: **Mr. Nakul Mohta, Mr. Bharat Monga
& Ms. Riya Dhingra, Advocates.**

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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16.01.2024

1. The petitioner has approached this Court under Section 11 of the Arbitration and Conciliation Act, 1996 ["the Act"] for appointment of an arbitrator to adjudicate disputes between the parties under three agreements and addendums thereto. The agreements and addendums are enumerated in paragraph 2 of the petition. The main agreements are a Master Service Agreement dated 16.02.2016, a Service Agreement dated 25.05.2018 and a Master Service Agreement dated 17.11.2020.

2. A copy of the Service Agreement dated 25.05.2018 has not been annexed to the petition. It is completely inexplicable that an agreement under which the petitioner seeks arbitration is not placed on record. A copy has been handed over to the Court and is taken on record of the Court, subject to the petitioner paying costs of ₹7,500/- to the Delhi High Court Legal Services Committee [*UCO Bank, Delhi High Court, Shershah Road,*



New Delhi, Account No. 15530110008386, IFSC Code- UCBA0001553] within one week from today.

3. All the three agreements admittedly contain arbitration clauses which are in substantially similar terms. In view of the disputes between the parties, arbitration was invoked by the petitioner *vide* legal notice dated 22.05.2023. In the reply to the legal notice, the respondent has taken various grounds which go to the maintainability of the claims and the merits of the disputes.

4. Mr. Nakul Mohta, learned counsel for the respondent, enters appearance pursuant to notice issued on 17.07.2023. After some hearing, he submits that an arbitrator may be appointed to adjudicate the disputes between the parties leaving all questions on maintainability and merits of the claims for adjudication before the learned Arbitrator.

5. Having regard to the fact that existence of the arbitration clause is undisputed, the disputes between the three agreements dated 16.02.2016, 25.05.2018 and 17.11.2020 and the addendums thereto are referred to arbitration of Mr. Vinay Kumar Gupta, former Principal District and Sessions Judge [Tel: 9910384701].

6. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi-110503 ["DIAC"] and will be governed by the Rules of DIAC, including as to the remuneration of the learned Arbitrator.

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

8. If the respondent has counter claims, those may also be placed before the learned arbitrator in accordance with law.



9. It is made clear that this Court has not entered into the rights and contentions of the parties, including as to maintainability of the claims and on merits, and all objections available are left open for adjudication before the learned Arbitrator.

10. The petition stands disposed of with these observations.

PRATEEK JALAN, J

JANUARY 16, 2024

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