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

+ **ARB.P. 821/2022**

91 SPRINGBOARD BUSINESS HUB PRIVATE LIMITED

..... Petitioner

Through: Mr. Ravindra Kant, Adv.

versus

PAYMATE INDIA PRIVATE LIMITED

..... Respondent

Through: Mr. Udian Sharma, Mr. Jaitegan
Khurana, Ms. Aarzoo Aneja, Ms.
Vanshita Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

11.01.2024

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1. This is a petition seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. Mr. Sharma, learned counsel for the respondent opposes the same and states that the arbitration clause is contained in the alleged 'Terms and Conditions' attached along with the Coworking Letter.
3. He states that the same have not been signed by the respondent and the respondent has only signed the Coworking Letter-Terms of Offer dated 22.07.2020.
4. He states, hence, that there is no arbitration agreement between the parties.
5. Mr. Kant, learned counsel for the petitioner has drawn my attention to



the last paragraph of the Coworking Letter-Terms of Offer which reads as under:

“We, member entity, have read and understood all the terms and conditions and confirm our acceptance to them and also undertake to ensure compliance by our Team Members”

6. He states that the said statement clearly shows that the Terms and Conditions are part of the Coworking Letter-Terms of Offer and hence arbitration agreement is binding between the parties.

7. I am of the view that *prima facie* there is an arbitration clause between the parties and the respondent is at liberty to file application under Section 16 of the Arbitration & Conciliation Act, 1996 seeking adjudication on the jurisdiction of the Arbitral Tribunal, which when filed will be adjudicated upon its own merits.

8. The petition is allowed and disposed of with the following directions:

- i) Ms. Nidhi Raman, Adv. (Mob. No.- 9891088658) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the ‘DIAC’). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.



- iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- v) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

JANUARY 11, 2024/DM

Click here to check corrigendum, if any