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

+ **ARB.P. 803/2024**

MS VIGOR MEDIA WORLDWIDEPetitioner

Through: Ms. Mamta Tiwari, Ms. Swati Sinha,
Advs.

versus

INFALLIBLE PHARMA PRIVATE LIMITEDRespondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

20.08.2024

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1. This is a petition seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of Service Contract dated 30.07.2021 for providing the respondent with certain public relations and social media handling services for a period of 12 months from 01.08.2021 to 31.07.2022 at a monthly retainership fee of Rs. 3,80,000/- per month.
2. As per the petitioner, the petitioner provided the services but there were disputes with regard to retainership fee.
3. The arbitration clause is Clause H.1. of the Service Contract which reads as under:

“H. Arbitration and Jurisdiction

1. Any issue related to this contract/agreement shall be resolved by the parties mutually within 30 days failing which same shall be referred to a sole Arbitrator appointed by the INFALLIBLE PHARMA PVT. LTD. Who shall hold the proceeding at the office of



INFALLIBLE PHARMA PVT. LTD. and the proceedings shall be in English. The award of the Arbitrator shall be final and binding on both the parties. The parties shall continue to perform such of their respective obligations that do not relate to the subject matter of the dispute, without prejudice to the final determination.”

4. Since the disputes subsisted, the petitioner invoked arbitration on 14.03.2023.
5. Disputes could not be settled and the petitioner filed the present petition seeking appointment of an Arbitrator.
6. On 29.05.2024, notice was issued to the respondent. As per the service report, respondent has been served but despite service there is nobody appearing for the respondent.
7. In view of the aforesaid facts, the petition is allowed and disposed of with the following directions:
 - i) Mr. Shohit Chaudhary, Advocate (Mob. No. 9999091964) 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

AUGUST 20, 2024/DM

Click here to check corrigendum, if any