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

+ ARB.P. 973/2023

WEBEESOCIAL MEDIA LLP Petitioner
Through: Mr. Varun Bhati, Advocate.

versus

ABSOLUTE LEGENDS SPORTS
PRIVATE LIMITED Respondent
Through: Mr. Abhinav Dubey, Advocate.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

% **ORDER**
25.01.2024

I.A. 18328/2023(Exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

ARB.P. 973/2023

1. By way of this petition under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”], the petitioner seeks appointment of an arbitrator to adjudicate disputes between the parties under a Service Contract dated 15.08.2022 [“the Contract”]. Clause 7 of the agreement provides for resolution of disputes through arbitration by a sole arbitrator. Delhi has been designated as the place of arbitration and courts in Delhi have been vested with exclusive jurisdiction.
2. Disputes having arisen between the parties, the petitioner invoked



arbitration by a legal notice dated 03.07.2023 which did not elicit a response. As a result, the present petition has been instituted.

3. As recorded in the order dated 30.11.2023, learned counsel for the respondent reiterates that the respondent has no objection to the appointment of an arbitrator.

4. The matter however remained pending due to the fact that the Contract was unstamped. It is apparent that this direction was passed in view of the judgment of the Supreme Court in *N.N. Global Mercantile (P) Ltd. vs. Indo Unique Flame Ltd.*, (2023) 7 SCC 1. The judgment has been overruled by a seven judge Bench of the Supreme Court, by a judgment dated 13.12.2023 in *In Re: Interplay Between the Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899* (Curative Petition (C) No. 44/2023 and connected matters). Consequently, the question of non-stamping or insufficient stamping of the document is not germane for consideration at the stage of Section 11 of the Act and will have to be considered by the learned Arbitrator.

5. In view of the above, the petition is allowed and the disputes under the Contract dated 15.08.2022 are referred to arbitration of Mr. Ankit Yadav, Advocate (Tel:8574590040). The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi [“DIAC”].

6. The arbitration proceedings will be governed by the Rules of DIAC, including as to 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. It is made clear that all rights and contentions of the parties on maintainability of the claims and on merits are left open for adjudication before the learned Arbitrator.

9. The petition stands disposed of.

PRATEEK JALAN, J

JANUARY 25, 2024

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