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

+ **ARB.P. 904/2024**

TCM SPORTS MANAGEMENT PVT. LTDPetitioner
Through: Mr. Ankit Rajgarhia and Mr. Rohit
Kumar, Advocates.

versus

THINK AND LEARN PVT. LTD.Respondent
Through: None.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER
17.09.2024

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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 an Agreement dated 24.06.2022.
2. The Agreement provides for resolution of disputes by arbitration [Clause B(5)(c)]. The arbitration is to be conducted by a sole arbitrator and New Delhi has been designated as the seat and venue of arbitration. The Courts in New Delhi have also been vested with exclusive jurisdiction in relation to disputes under the agreement.
3. Disputes having arisen between the parties, the petitioner invoked arbitration by a communication dated 05.03.2024, which failed to elicit a response. It has, therefore, approached this Court under Section 11 of the Act.

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4. Notice was issued on 04.07.2024 and affidavits of service have been filed on 23.08.2024 and 02.09.2024. The affidavit dated 23.08.2024 discloses that notice was served on the respondent by speed post on 12.08.2024. This is borne out by the speed post tracking report annexed to a subsequent affidavit of learned counsel dated 02.09.2024. Learned counsel for the petitioner states that the address of the respondent, stated in the memo of parties and on which service has been effected, is the registered office address available in the Ministry of Corporate Affairs [“MCA”] database. A copy of the MCA database has also been annexed to the petition. E-mail service has also been effected at the e-mail address given in the database on 23.08.2024.

5. In view of the above, and particularly having regard to Sections 12 and 20 of the Companies Act, 2013, the respondent is taken to have been served. It is nonetheless unrepresented.

6. At the stage of proceedings under Section 11 of the Act, the Court is only required to satisfy itself, *prima facie*, as to the existence of the arbitration agreement. All other questions are to be left to the determination of the learned arbitrator.

7. The material on record, and particularly the above noted clause of the Agreement, demonstrates, *prima facie*, that an arbitration agreement exists between the parties. The respondent has also not appeared to controvert this submission.

8. The petition is, therefore, liable to be allowed. The disputes between the parties are referred to arbitration of Ms. Mrinalini Sen, Advocate [Tel: 9873367274]. 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.

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

10. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

11. As the respondent has not entered appearance in these proceedings, it is made clear that it must be served in accordance with the DIAC Rules, in the arbitration proceedings.

PRATEEK JALAN, J

SEPTEMBER 17, 2024
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