



2024:DHC:6185



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 985/2024**
UNTHINKABLE SOLUTIONS LLPPetitioner
Through: Mr. Mohit Tyagi, Adv.

versus

DROOM TECHNOLOGY LIMITEDRespondent
Through: Mr. Sidharth Mahajan, Mr.
Sumit Roy, Mr. Neelom Phukan and Mr.
Akhilesh Suresh, Advs.

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)
14.08.2024

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act 1996¹ for reference of dispute between the parties to arbitration.

2. The dispute arises in the context of a Service Agreement dated 19 January 2022, between the petitioner and the respondent, which, *inter alia*, envisaged resolution of dispute between the parties by arbitration.

3. Clause 13 of the Agreement, which so provides, reads thus:

“13. ARBITRATION & JURISDICTION

In case any dispute or difference arises between the parties with regard to the terms and conditions of this Agreement or relating to the interpretation thereof and which could not be solved with

Signature Not Verified¹ “the 1996 Act”, hereinafter

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mutual understanding within 30 days of the dispute being arisen, the same shall be referred to the sole arbitrator to be appointed mutually by the Parties hereto by giving other party written notice of the name of such arbitrator and seeking consent thereof and such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof, for the time being in force, which shall take place at New Delhi and the language of the Arbitration Proceedings shall be English language. The Parties agree that the arbitration award shall be final and binding on the parties. Further irrespective of choice of law rules of private international law, this Agreement shall be governed exclusively by the laws of India and subject to the jurisdiction of courts at New Delhi.”

4. The dispute between the parties having arisen, the petitioner invoked arbitration by way of a notice dated 9 April 2024 addressed to the respondent under Section 21 of the 1996 Act, to which the respondent replied on 29 April 2024.

5. Mr. Sidharth Mahajan, learned Counsel for the respondent has no objection to the dispute being referred to arbitration but prays that all questions of fact and law including the preliminary objection, if any, may be kept alive to be urged in the arbitral proceedings.

6. Accordingly, the Court refers the dispute to arbitration by the Delhi International Arbitration Centre (DIAC) who shall appoint a suitable arbitrator to arbitrate on the dispute between the parties.

7. The arbitration shall take place under the aegis of the DIAC and shall abide by its rules and regulations.

8. The arbitrator shall be entitled to fees as per the schedule of fees maintained by the DIAC.

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9. The learned Arbitrator shall also file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on the reference.

10. This Court has not expressed any opinion on merits. All questions of fact and law are left open for agitation in the arbitral proceedings.

11. The petition is allowed in the aforesaid terms.

C. HARI SHANKAR, J.

AUGUST 14, 2024

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Click here to check corrigendum, if any

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