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

+ **ARB.P. 1077/2023**

M/S SATYA MICROCAPITAL LIMITED Petitioner

Through: Mr. Ashish K. Singh with Ms. Palak
Tyagi, Advocates.

versus

GEEKLURN EDUTECH SERVICE PVT LTD Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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17.05.2024

I.A. 10629/2024

Further to what was recorded in orders dated 16.02.2024 and 08.04.2024, Mr. Ashish K. Singh, learned counsel appearing for the petitioner submits that they have duly served the respondent *via* e-mail on the e-mail ID available in the Company Master Data on the portal of Ministry of Corporate Affairs, a copy of which has been appended to this application.

2. The present application has been filed under section 151 of the Code of Civil Procedure 1908, seeking to place on record a copy of the Master Data as aforesaid.
3. The petitioner has also placed on record the requisite RoC Form giving the other details of the respondent company, which again reflects the official e-mail ID of the company as per RoC records.
4. For the reasons stated in the application, which is duly supported by affidavit, the application is allowed.
5. The documents filed along therewith are taken on record.



6. Application stands disposed-of.

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7. By way of the present petition under section 11(5) of the Arbitration & Conciliation Act 1996 ('A&C Act'), the petitioner seeks appointment of a Sole Arbitrator to adjudicate upon the disputes that are stated to have arisen with the respondent from Collaboration Agreement dated 23.12.2022 ('Agreement').
8. Notice on this petition was issued on 13.10.2023.
9. Mr. Ashish K. Singh, learned counsel for the petitioner has drawn the attention of this court to clause 12 of the Agreement which comprises the arbitration agreement; and contemplates reference of disputes between the parties to arbitration in accordance with the A&C Act; with the 'place' of arbitration being at Delhi.
10. For completeness, it may be recorded that a separate territorial jurisdiction provision is also contained in clause 12.1 of the Agreement, which subjects the contract between the parties to the exclusive jurisdiction of courts at Delhi.
11. As per the record, the petitioner invoked arbitration *vide* Notice dated 05.08.2023.
12. The petitioner has filed on record an affidavit of service dated 15.04.2024, regarding the service of notice upon the respondent company. The affidavit says that the respondent has been duly served on its official e-mail ID. However, no one is present on behalf the respondent when the matter is called-out. No reply has been filed either.



13. In view of the above, this court is satisfied that the respondent has been duly served; but has chosen not to be represented in the matter. The respondent is accordingly set *ex-parte*.
14. Upon a conspectus of the averments contained in the petition, and the submissions made, this court is satisfied that there is a valid and subsisting arbitration agreement between the parties; that this court has territorial jurisdiction to entertain and decide the present petition; and also that the disputes that are stated to have arisen between the parties, as set-out *inter-alia* in invocation notice dated 05.08.2023, do not appear *ex-facie* to be non-arbitrable.
15. Accordingly, the present petition is allowed and **Hon'ble Mr. Justice Talwant Singh, former Judge of Delhi High Court (Cellphone No.: +91 9910384653)** is appointed as the learned Sole Arbitrator to adjudicate upon the disputes between the parties.
16. The learned Sole Arbitrator would furnish to the parties requisite disclosures as required under section 12 of the A&C Act; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.
17. The learned Arbitrator shall be entitled to fee in accordance with Fourth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Arbitrator.
18. Parties shall share the arbitrator's fee and arbitral costs, equally.
19. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.



20. The petitioner is directed to approach the learned Arbitrator appointed within 02 days/weeks.
21. A copy of this order be communicated by the Registry *via* e-mail to the learned Sole Arbitrator, as also to learned counsel for the petitioner.
22. The petition stands disposed-of in the above terms.
23. Other pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

MAY 17, 2024
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