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

+ **ARB.P. 1201/2023**

VODAFONE IDEA LIMITED

..... Petitioner

Through: Mr. Lzafeer Ahmad B. F. and Mr.
Rajdeep Saraf, Advs. (M.
9582296522)

versus

OXIGEN SERVICES INDIA PVT LTD.

..... Respondent

Through: Mr. Shyam Kishor Maurya, Adv (M.
9540024465)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **11.01.2024**

1. This hearing has been done through hybrid mode.
2. This is an arbitration petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (*hereinafter, 'the Act'*) seeking appointment of a sole Arbitrator in terms of agreement dated 14th June, 2004 (*hereinafter, 'said agreement'*).
3. The case of the Petitioner- Vodafone Idea Limited is that the Respondent- Oxigen Services (India) Private Limited was appointed as a distributor for various services as set out in the said agreement, particularly with regard to purposes providing online recharge facility. The Respondent were to sell electronic prepaid talk-time on a non-exclusive basis to retailers in the circles and cities as provided for in the said agreement including the collection of bill payments. However, there was default of obligations by the Respondent to make payment of the dues to the Petitioner in terms of the said agreement.



4. It is stated that by the Plaintiff there is a substantial sum recoverable from the Respondent as per the terms of the said agreement. The Petitioner called upon the Respondent to make payment of the outstanding amount of Rs. 9,96,35,291/- vide letter dated 4th July, 2023. However, the same was contended by the Respondent stating that there were discrepancies in the amount.

5. It is stated that the Petitioner attempted to resolve the issue and sent a notice to the Respondent calling upon them to pay the amounts which have been admitted as payable by the Respondent and for the rest of the amount, the parties could proceed to discuss. However, the Respondent did not respond to the letter of the Petitioner. In view of the same, the Petitioner issued the Notice of Arbitration dated 9th August 2023 invoking Clause 17 of the said agreement. Despite the notice, the Respondent failed to nominate its Arbitrator. Thus, the present petition is filed.

6. The Respondent has entered appearance and submits that there is a possibility of settlement as the Respondent is willing to negotiate with the Petitioner.

7. The relationship between the parties is not denied. The agreement as also the existence arbitration clause are not denied. In the facts and circumstances, **Justice Indermeet Kaur (Retired) (M:9910384614)** is appointed as a sole Arbitrator in the matter.

8. The sole Arbitrator shall be paid a fee in terms of the fourth schedule of the Act. Parties to appear before the Id. sole Arbitrator on 24th January, 2024 at 4:30 p.m.



9. In the arbitral proceedings, if there is possibility of settlement, the same shall also be explored.

10. Petition is disposed of.

PRATHIBA M. SINGH, J.

JANURARY 11, 2024

mr/bh