



2024:DHC:8238



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision : 22.10.2024

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ARB.P. 1180/2024**NETWAY INDIA PRIVATE LIMITED**

.....Petitioner

Through: Mr. Samyak Gangwal, Advocate.

versus

DR. RAM NARESH TRIPATHI

.....Respondent

Through: Ms. Yashika Varshney and Mr.
Sameer Shrivastava, Advocates.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral)**

1. The present petition has been filed by the petitioner seeking appointment of a Sole Arbitrator to adjudicate the disputes that have arisen between the petitioner and the respondent. These disputes stem from “Contract for service between Netway India Private Limited and the Astrologer” and “Addendum for exclusivity” both dated 12.03.2024 (hereinafter collectively referred to as the ‘Agreement’). The Agreement was entered into for the respondent to provide astrology services on the petitioner’s online platform (www.Astroyogi.com).

2. The arbitration clause in the Agreement between the parties is in the following terms: -

“16. Dispute Resolution

a. Any claim, dispute or difference relating to or arising out of this Agreement shall be referred to a sole arbitrator to be appointed by the Delhi International Arbitration Centre as per applicable rules. The arbitral proceedings shall be conducted under the aegis of Delhi International Arbitration Centre in accordance with applicable rules and in accordance with Arbitration and Conciliation Act, 1996.

b. The parties agree that the disputes arising out of this Agreement



shall be decided through Fast Track Procedure in accordance with applicable rules, subject to the right of the parties to request the Arbitral Tribunal for oral hearing. It is clarified that any party may after giving prior notice to the other party request the Arbitral Tribunal to conduct the arbitral proceedings through normal procedure and not through the Fast Track Procedure. The notice shall specify the reasons for making any such a request.

c. The seat and venue of arbitration shall be New Delhi. Courts in New Delhi shall be exclusive jurisdiction.

d. The arbitration award shall be final and binding on the parties.”

3. Disputes between the parties arose when the respondent, in an email dated 10.06.2024, expressed his intention to resign from the petitioner's platform. The respondent cited “revenue issues” as the reason for being unable to continue providing astrology services on the petitioner's platform.

4. Consequently, on 19.06.2024, the petitioner sent an email to the respondent, asserting that the respondent's actions were in violation of the Agreement. The petitioner further stated that this breach made the respondent liable to pay a penalty of Rs. 10,00,000/- for the violation.

5. Subsequently, on 02.07.2024, the petitioner issued a notice under Section 21 of the Arbitration and Conciliation Act, 1996, (hereinafter referred to as the ‘A&C Act’) invoking the arbitration clause of the Agreement. However, the respondent failed to respond to the notice.

6. Therefore, the petitioner has approached this Court, through the present petition, seeking the appointment of a Sole arbitrator to adjudicate the dispute.

7. Learned counsel for the respondent does not dispute the existence of the arbitration agreement between the parties and has no objection if an independent Sole Arbitrator is appointed to adjudicate the disputes between



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the parties.

8. In the circumstances, there is no impediment to this Court appointing an independent Sole arbitrator to adjudicate the disputes between the parties, as mandated in terms of the judgements of Supreme Court in *Perkins Eastman Architects DPC (Supra), TRF Limited v. Energo Engineering Projects Limited*, (2017) 8 SCC 377 and *Bharat Broadband Network Limited v. United Telecoms Limited*, (2019) 5 SCC 755.

9. Accordingly, Ms. Ekta Kapil, Advocate (Mob. No. +91 9958097425) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

10. The respondent shall be at liberty to raise preliminary objections as regards arbitrability/jurisdiction, if any, which shall be decided by the arbitrator, in accordance with law.

11. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosure as required under Section 12 of the A&C Act.

12. It is agreed between the parties that the arbitration shall take place under the aegis of and under the rules of Delhi International Arbitration Centre (DIAC). It is directed accordingly.

13. It is clarified that this Court has not expressed any opinion as regards merits of the respective contentions of the parties, on the merits of the matter.

14. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

OCTOBER 22, 2024/sv