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

+ **ARB.P. 1341/2023**

**EASY TRIP PLANNERS LIMITED**

..... Petitioner

Through: Ms. Chandrani Prasad, Mr. Anuj  
Jain & Mr. Himanshu Goyal,  
Advocates.

versus

**MAJESTIC LEGENDS SPORTS**

**PRIVATE LIMITED**

..... Respondent

Through: None.

**CORAM:**

**HON'BLE MR. JUSTICE PRATEEK JALAN**

**ORDER**

% **19.01.2024**

1. By way of the present petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner seeks appointment of a sole arbitrator to adjudicate the disputes between the parties with respect to the Service Provider Agreement dated 01.08.2022 ["the Agreement"].

2. Learned counsel for the petitioner submits that the said Agreement contains an arbitration clause which provides that all disputes with respect to the said Agreement, shall be referred to arbitration as per provisions of the Act, and further provides that the place of arbitration would be at New Delhi.

3. Disputes having arisen between the parties, the petitioner invoked arbitration *vide* legal notice dated 21.03.2023, to which a reply was received.

4. Notice was issued to the respondent on 18.12.2023 and time was also granted for filing of reply. Learned counsel for the petitioner has filed



an affidavit of service dated 11.01.2024, in which it is stated that notice was served upon the respondent by speed post at one of its addresses on 05.01.2024 and also by courier on 09.01.2024 and by email on 03.01.2024. A copy of the said email shows that service has been effected *inter alia* at the email address- [compliances@worldseriest20.com](mailto:compliances@worldseriest20.com), which is the address from which the respondent sent their reply to the notice invoking arbitration. Service has also been effected at the email address- [arnavevents23@gmail.com](mailto:arnavevents23@gmail.com), which is the email address provided in the data base of the respondent company maintained by the Ministry of Corporate Affairs, Government of India.

5. In the Agreement, the registered office address of the respondent company is mentioned as 228, Trade Centre, Opp. MTNL Bldg, BKC Bandra East, Mumbai, and it is also provided in Clause 14.8 that notices may be served at the said address mentioned in the Agreement. The registered office address is also one of the addresses mentioned in the memo of parties at which service was attempted by speed post and courier, but has been returned.

6. Despite service as aforesaid, the respondent has not appeared to oppose the present petition. However, in view of the facts mentioned above, I do not consider it necessary to await the appearance of respondent for the purposes of the present petition.

7. The petitioner has *prima facie* demonstrated the existence of an arbitration clause as noted above. It is also noted that the arbitration clause provides for appointment of a sole arbitrator and New Delhi has been designated as the place of arbitration. It has specifically been provided that, if necessary, the sole arbitrator would be appointed by the Court in



New Delhi. The petitioner has placed on record a legal notice dated 21.03.2023 by which arbitration was invoked. The legal notice was duly received and in the reply addressed by the respondent on 24.03.2023, neither the existence of the Agreement nor the validity of the arbitration clause have been disputed; instead, the respondent's contentions go to the merits of the matter. Having regard to the above, I am satisfied that an arbitrator is required to be appointed.

8. The disputes between the parties are referred to arbitration of Hon'ble Mr. Justice Sanjib Banerjee, former Chief Justice, High Court of Madras and High Court of Meghalaya [Tel No. 9836268256]. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act, prior to entering upon the reference.

9. 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.

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

11. It is made clear that this Court has not entered into the rights and contentions of the parties, including as to maintainability of the claims and on merits, which are left open for adjudication before the learned arbitrator.

**PRATEEK JALAN, J**

**JANUARY 19, 2024/'pv' /**