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

+ **ARB.P. 1584/2024**

OYO WORKSPACES INDIA PRIVATE LIMITEDPetitioner

Through: Mr. Sagar Kumar Pradhan, Mr.
Diptiman Acharyya and Mr. Samarth
Mehrotra, Advocates.

versus

IT MONKS SOLUTIONS PRIVATE LIMITEDRespondent

Through: None

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

19.12.2024

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator as per the Clause 27 of the Membership Agreement dated 20.12.2023 to adjudicate on the disputes which have arisen between the parties regarding payment of money.
2. Notice in the present Petition was issued on 07.10.2024.
3. Affidavit of service has been filed by the Petitioner stating that the Respondent has been served through email.
4. Despite service there is no appearance on behalf of the Respondent.
5. The facts of the case reveal that the Petitioner herein entered into a Membership Agreement with the Respondent herein wherein the Respondent was granted a right to occupy 65 seats in the co-working space from 28.12.2023 to 27.12.2026 for a monthly membership fee of



Rs.4,09,500/- . It is stated that the Respondent was also granted the right to occupy an additional 20 seats from 01.03.2024 to 27.12.2026 for a monthly membership fee of Rs.1,26,000/-. It is stated that even after repeated requests, the Respondent has not made the payments towards the space allocated to it. It is stated that Rs.20,97,560/- is due and payable by the Petitioner. It is stated that a Notice dated 01.07.2024 under Section 21 of the Arbitration Act was sent by the Petitioner to the Respondent and despite service of the said notice, no reply has been given by the Respondent. The Petitioner has, thereafter, approached this Court for appointment of an arbitrator to adjudicate on the disputes which have arisen between the parties.

6. Despite service there is no appearance on behalf of the Respondent.

7. In view of the fact that there are disputes between the parties, this Court is inclined to refer the matter to Delhi International Arbitration Centre (DIAC).

8. Accordingly, the Delhi International Arbitration Centre (DIAC) is requested to appoint an Arbitrator to adjudicate upon the disputes between the Parties.

9. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

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

11. 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.

12. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

13. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 19, 2024

Rahul