



2024:DHC:9275



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Date of Decision : 29.11.2024+ ARB.P. 1707/2024

KUNDERU LAKSHMY

.....Petitioner

Through: Mr. Sthavi Asthana, Advocate.

versus

INFO EDGE (INDIA) LIMITED

.....Respondent

Through: Advocate (appearance not given)

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral)**

1. The present petition has been filed under section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred as 'A&C Act') seeking appointment of a sole arbitrator to adjudicate the disputes between the parties.
2. The petitioner is a user of Naukri.com, a job search and recruitment platform operated by the respondent. The petitioner maintained an account under the name "Freelancer Kunderu Lakshmy" and subscribed to a service package titled as "Annual Resdex + 21 Logins + 525,000 CV Access", from 26.06.2023 to 25.06.2024. To avail of this service, the petitioner paid ₹11.8 lakhs on 26.06.2023.
3. Under the Terms & Conditions of Naukri.com, all disputes between



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users and the respondent, related to the use of Naukri.com or any alleged breach of the Terms, are subject to arbitration. The applicable arbitration clause is as under –

If any dispute arises between a user/users and IEIL arising out of use of Naukri.com or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of these Terms and Conditions, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by the Company. Decision of the arbitrator shall be final and binding on both the parties to the dispute. The place of arbitration shall be New Delhi, India. The Arbitration & Conciliation Act, 1996 as amended, shall govern the arbitration proceedings.

4. The disputes between the parties arose when the respondent terminated its services with respect to the subscribed account of the petitioner on 02.08.2023, just over a month after the subscription commenced.

5. It is the petitioner's case that despite repeated efforts to resolve the issue, the respondent failed to provide either a justification for the termination or a refund of the amount paid.

6. Consequently, the petitioner sent a Notice of Arbitration on 11.08.2024 to the respondent thereby invoking the arbitration clause. However, the respondent vide its reply dated 12.09.2024 rejected the petitioner's request to invoke arbitration.

7. In the above circumstances, the petitioner has approached this Court, through the present petition, seeking the appointment of a sole arbitrator to adjudicate the dispute/s.

8. Learned Counsel for the respondent does not dispute the existence of



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the arbitration agreement and accedes to the appointment of an independent Sole Arbitrator by this Court, to adjudicate the disputes between the parties.

9. In terms of the judgment of the Supreme Court in *Perkins Eastman Architects DPC v. HSCC (India) Ltd* (2020) 20 SCC 760, *TRF Limited v. Energo Engineering Projects Ltd*, (2017) 8 SCC 377, *Bharat Broadband Network Limited v. United Telecoms Limited*, 2019 SCC OnLine SC 54, *Central Organisation for Railway Electrification Vs. ECI SPIC SMO MCML (JV) A Joint Venture Company*, MANU/SC/1190/2024 it is incumbent on this Court to appoint an independent Sole Arbitrator to adjudicate the disputes between the parties.

10. Accordingly, Mr. Abhinash Agarwal, Advocate (Mob. No.: +91 9953676030) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

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

12. 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

13. The respondent shall also be at liberty to raise claims/counter claims if any, subject to any objections of the petitioner with regard to the arbitrability thereof.

14. The learned Sole Arbitrator shall be entitled to fee in accordance with IV Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

15. Needless to say, nothing in this order shall be construed as an



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expression of this court on the merits of the case.

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

SACHIN DATTA, J

NOVEMBER 29, 2024/sv

Signature Not Verified

Digitally Signed By: ROHIT
KUMAR PATIL
Signing Date: 13.12.2024
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