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

+ **ARB.P. 204/2025**

SH SHUBHAM AGARWAL

.....Petitioner

Through: Mr. Anshul Gupta, Mr. Jaskaran
Singh, Advs.

versus

WEFAST HYPERLOCAL PVT LTD

.....Respondent

Through: Mr. Harshit Goel and Mr. Mohit
Gupta, Advs.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

28.02.2025

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1. Pursuant to the previous order, counsel for respondent states that company *M/s Taptap Meals Pvt Ltd* has been acquired by *Incrim Ltd*, and its name of the company name has been changed to *M/s Wefast Hyperlocal Pvt Ltd*.
2. Accordingly, for the purposes of privity of contract, respondent-corporate entity will continue to be bound by the terms of the arbitration agreement executed between the parties.
3. This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 ('**A&C Act**') for appointment of a Sole Arbitrator to adjudicate disputes arising out of an agreement dated 23rd December 2022. The arbitration clause is contained in *Clause 11* of the said agreement. The arbitration clauses read as under:



11. The arbitrator shall have exclusive authority to resolve any dispute relating to the rights, obligations of parties, interpretation, applicability, enforceability or formation of this Agreement. The arbitrator shall issue a written opinion and award, which shall be signed and dated and shall be binding on both the parties. The arbitrator's award shall be enforceable in any court having jurisdiction thereof. The seat of the arbitration shall be at New Delhi and the courts of Delhi alone have the jurisdiction to decide the issues arising out of the arbitration proceedings.

4. Notice of invocation was sent on 03rd October 2024, to which a response was received on 09th November 2024.

5. As per the counsel for petitioner the stated dues are in the range of Rs. 36 lacs.

6. Upon a conspectus of the averments contained in the petition and the submissions made, this Court is of the opinion that there is a valid and subsisting arbitration agreement between the parties, within the territorial jurisdiction of this Court, the disputes stated to have arisen between the parties do not appear *ex facie* to be non-arbitrable.

7. Considering the aforesaid, the petition is allowed. The following directions are issued:

- i) *Mr. Keshav Sehgal*, Advocate (Mob. No. 9999989899) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi ('**DIAC**'). The remuneration of the Arbitrator shall be as per DIAC schedule.
- iii) The Sole Arbitrator is requested to furnish a declaration in terms of Section 12 of the A&C Act prior to entering into the reference.
- iv) It is made clear that all the rights and contentions of the parties, including the arbitrability/maintainability of any of the claim, any other



preliminary objection, as well as claims on merits of the dispute by either of the parties are left open for adjudication by the Sole Arbitrator.

v) The parties shall approach the Sole Arbitrator within two weeks from today.

vi) The respondent is at liberty to place all their objections before the Arbitrator.

10. The petition is disposed of.

11. Order be uploaded on the website of this Court.

ANISH DAYAL, J

FEBRUARY 28, 2025/RK/tk

Click here to check corrigendum, if any