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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 273/2025**
M/S PROFICIENCY LEARNING SOLUTIONS PVT LTD

.....Petitioner

Through: Mr. Himanshu Mahajan, Advocate

versus

M/S BHAWAN ENTERPRISES AND ANR

.....Respondents

Through: None

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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17.03.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('Act of 1996'), the petitioner seeks appointment of an Arbitral Tribunal comprising of a Sole Arbitrator, to adjudicate the disputes between the parties.
2. It is stated in the petition that the disputes between the parties have arisen with respect to the Customer Registration Form and Agreement dated 26.12.2022. It is stated that the said agreement contains an arbitration agreement at Clause 15 which reads as under:

“15 Resolution of Disputes: Any dispute/claims arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall be first tried by negotiation between the parties by their authorised representatives within fourteen (14) days after one party delivers a written request with details of disputes/claims for a meeting to the other party. If after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, then either party may commence arbitration as provided herein by delivering a written demand for arbitration to the other party. If either party commences arbitration in the manner described above, **the dispute will be referred to an independent sole arbitrator mutually appointed by the parties.**



Such arbitration shall be held in Delhi and seat of arbitration shall also be Delhi. The arbitration will be governed by Arbitration and Conciliation, Act 1996 along with all its amended provisions and the language of arbitration shall be English only. The law governing this arbitration agreement shall be Indian Law. The law governing the contract shall be Indian Laws.”

15 It is stated that the Petitioner issued a notice dated 16.07.2024 invoking the arbitration agreement recorded in clause 15 of the agreement. It is stated that though the notice was issued through email and speed post which were duly served upon the Respondents, however, no response has been received.

16 Learned counsel for the Petitioner states that the affidavit of service dated 11.03.2025 is on record. He states that the affidavit of service records that the petition has been duly served on Respondent Nos. 1 and 2 through speed post as well as through e-mail.

17 He states that e-mail has been served on the address, which is duly furnished in the documents executed between the parties and even during the course of business, parties have corresponded through the said e-mail address.

18 As per the service report of the registry the Respondents have been duly served through e-mail by the registry of this Court as well.

19 The Respondent is accordingly deemed to be served. None appears on behalf of the respondent.

20 In view of the fact that there is no appearance on behalf of Respondent despite service; this Court deems it appropriate to appoint a Sole Arbitrator in terms of the afore referred arbitration clause.

21 Considering the fact that the amount involved in the present petition as on date of filing was approximately Rs. 27.08 lakhs and Ms. Liza Baruah, Advocate (D-1876/2007) (Mob. No. 9871516338; E-mail:



liza.baruah@gmail.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

22 The arbitration will be held under the aegis of the Delhi International Arbitration Centre ('DIAC'). The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1990 or as the parties may agree.

23 The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 Act before entering into the reference.

24 It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

25 List the matter before the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi on 09.05.2025.

26 DIAC is directed to issue fresh notice to the Respondent for the hearing dated 09.05.2025.

27 With the aforesaid direction, the petition stands disposed of.

28 The registry is directed to send a copy of this order to Secretary, DIAC and the Sole Arbitrator.

29 The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

MARCH 17, 2025/rhc

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