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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **ARB.P. 349/2025**  
**EKAGRATA FINANCE PRIVATE LIMITED** .....Petitioner

Through: Mr. Nishant Patil, Mr. Ayush P. Shah,  
Mr. Arjit Dey & Mr. Mehul Kumar  
Garg, Advs.

versus

**MAHILA MONEY PRIVATE LIMITED EARLIER KNOWN AS**  
**SHEROES MONEY PRIVATE LIMITED** .....Respondent

Through: Mr. Mohit Paul, Ms. Rangoli Seth,  
Mr. Obhirup Ghosh & Mr. Rohit,  
Advs.

**CORAM:**  
**HON'BLE MR. JUSTICE JASMEET SINGH**

% **ORDER**  
**02.04.2025**

1. This is a petition under Section 11(6) of Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of Amended Strategic Relationship Agreement dated 03.06.2022.
2. The said Agreement contains arbitration clause being Clause No.19.9 which reads as under:

*“19.9. Governing Law; Dispute Resolution*

*19.9.1. The courts in New Delhi only shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.*



19.9.2. *In the event of disputes, controversies, differences of opinion and claims arising out of or in connection with this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavour to settle such differences, disputes, claims or questions amicably, failing which, the same shall be resolved by a sole arbitrator appointed by both the Parties.*

19.9.3. *In the event the Parties do not agree to appoint a sole arbitrator, then each Party shall have the right to appoint 1 (one) arbitrator and the two arbitrators appointed by the Parties shall appoint the third arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the rules thereunder, as amended from time to time.”*

3. As the respondent was unable to clear the outstanding dues, the petitioner invoked arbitration clause *vide* Legal Notice dated 14.11.2024. Hence, the present petition has been filed.
4. Mr. Paul, learned counsel appears for the respondent and has no objection to the appointment of an Arbitrator as long as all claims/ counter-claims and objections of the respondents are left open to be adjudicated by the Arbitrator.
5. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Mr. Swastik Singh, Adv. (Mob. No. 9717419767) 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 (hereinafter, referred to as the 'DIAC').
  - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
  - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
  - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
  - vi) The parties shall approach the learned Arbitrator within two weeks from today.
6. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**APRIL 2, 2025/pk**

*Click here to check corrigendum, if any*