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

+ **ARB.P. 472/2025**

MODERN STAGE SERVICES PRIVATE LTDPetitioner

Through: **Ms. Diksha Kakkar, Advocates.**

versus

**EVOLVE ENTERTAINMENT AND MARKETING SOLUTIONS
PVT LTD & ANR.Respondent**

Through: **None**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 09.04.2025

1. This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('A&C Act') seeking the appointment of a Sole Arbitrator to adjudicate the disputes that have arisen between the parties.

2. It is stated in the petition that the disputes between the parties emanate from a Settlement agreement dated 21.11.2023. The arbitration clause is contained in Clause 12 of the said Settlement Agreement. The relevant clause reads as under:

“12. That in case any dispute arises between the parties herein or there is breach of terms of the present settlement or to enforcement of the terms and provisions of the present Agreement or otherwise, same shall be referred to Arbitration to be conducted by a Sole Arbitrator mutually appointed by the Parties herein. The seat, place and venue of Arbitration shall be Delhi. That First Party may in its sole discretion initiate proceedings against one or both of the Second Parties.”

3. Learned counsel for the petitioner states that since disputes have arisen under the aforementioned settlement agreement, the petitioner issued a notice



dated 22.01.2025 under Section 11 of the A&C Act, invoking the arbitration clause.

4. She states that the invocation notice dated 22.01.2025 was duly received by the respondent.

5. She states that court notice in this petition was served by the Petitioner on the Respondent through e-mail on 02.04.2025. She submits that in response to the said e-mail, the respondent vide email dated 04.04.2025, proposed that a meeting be convened to resolve the dispute amicably, rather than expend financial resources on legal proceedings.

6. Learned counsel states that however, Petitioner is convinced that Respondent has no intention of making payments. She states that this is evident from the fact that Respondent is not appearing today despite service.

7. She states that in addition to admitted outstanding amount of Rs. 12 lakhs, the Petitioner is also claiming an additional amount of Rs. 5 lakhs. She states that thus the assessed value of the claim amount is Rs. 17 lakhs.

8. She states that she has handed over a copy of affidavit of service dated 08.04.2025 enclosing the e-mail dated 04.04.2025 received from the Respondent.

The Petitioner is directed to have the affidavit of service placed on record within one (1) week

9. In view of the above, the petitioner has approached this Hon'ble Court under Section 11(6) of the A&C Act seeking appointment of a Sole Arbitrator to adjudicate the disputes that have arisen.

Decision

10. As per the report of the registry Respondents have been served by the registry through the email address furnished in the memo of parties. The email



address mentioned in the memo of parties corresponds to the email id from which Respondent addressed an e-mail to the Petitioner on 04.04.2025. However, none appears on behalf of Respondents.

11. In view of the above, the Respondent is deemed to have been served.

12. Upon perusal of the Settlement Agreement and the respective arbitration clauses contained therein, this Court is satisfied that the parties agreed to refer disputes to arbitration and that the place of arbitration would be Delhi.

13. A perusal of Clause 12 of Settlement agreement dated 21.11.2023 confirms the existence of valid arbitration agreement between the parties and the said clause has been duly invoked by the Petitioner by way of notice dated 22.01.2025.

14. In view of the foregoing and considering that the arbitration agreement is incorporated within the Settlement Agreement, and provides for the appointment of a Sole Arbitrator, the present petition is allowed with the following directions:

15. Mr. Tushar Singh, Advocate (D-3720/2010) (Mob. No. 9811634530; (E-mail: ilc.tusharsingh@gmail.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

16. 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.

17. 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.

18. It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims and/or counter 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.

19. List the matter before the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi for a preliminary hearing on 15.05.2025 at 10:30 AM.

20. DIAC is directed to issue fresh notice to the Respondent for the hearing dated 15.05.2025.

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

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

15 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

APRIL 9, 2025/mt/akp

Click here to check corrigendum, if any