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

+ **ARB.P. 484/2025**

UDEMY INDIA LLP

.....Petitioner

Through: Mr. D. Mehta, Mr. Jeevan Ballav
Panda & Mr. Tapamoy Ghose, Advs.

versus

FUTURENSE TECHNOLOGIES PRIVATE LIMITED

.....Respondent

Through: Mr. Arjun Krishnan, Mr. Ashish
Tiwari, Mr. Anurag Tiwari & Mr.
Sahib Patel, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

29.04.2025

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1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator.
2. The facts are that the petitioner and the respondent entered into a Value Added Service Agreement on 30.03.2023.
3. The Agreement contain an arbitration clause, being Clause No.23A, which reads as under:

“23. Miscellaneous Provisions

Governing Law; Jurisdiction. This Agreement and any disputes arising under it will be governed by the laws of India, and both parties consent to the exclusive jurisdiction and venue of courts in Delhi, India for all disputes arising out of this Agreement. In addition, if Partner is located in India, then any dispute, claim, or any non-payment (any of which



shall be treated as a dispute) whether present or future, whatsoever between the parties under, arising out of, relating to or in connection with this Agreement shall be settled by mandatory arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually appointed by the parties and both parties consent to such mandatory arbitration. Either party may serve the other party with a notice in writing specifying the existence and nature of the dispute and the intention to refer the dispute to arbitration. If the parties are unable to agree on a sole arbitrator within 30 days of such notice, each party shall appoint an arbitrator, and the arbitrators so appointed shall jointly appoint the third arbitrator. The award determined through arbitration shall be final and binding. The venue of such arbitration shall be in Delhi. The proceedings shall be conducted in English.”

4. Since there were disputes between the parties, the respondent terminated the agreement on 23.08.2024.
5. The petitioner invoked Arbitration on 15.11.2024 and thereafter, filed the present petition.
6. Mr. Krishnan, learned counsel appears for the respondent and has no objection to appointment of a sole Arbitrator, instead of an Arbitral Tribunal of three Arbitrators, the same is also acceptable to the petitioner.
7. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Mr. Gaurav Sarin, Senior Advocate (Mobile No. 9810533717) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules 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.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 29, 2025/pk

[Click here to check corrigendum, if any](#)