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

+ **ARB.P. 538/2025**

HT DIGITAL STREAMS LIMITED

.....Petitioner

Through: Ms. Preeti Goel, Mr. Anubhav Goel,
Ms Rashmi Mishra and Ms. Priyanka
Dhyani, Advocates.

versus

RUSK MEDIA PRIVATE LIMITED

.....Respondent

Through: Mr. Roshan Santhalia, Advocate.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **08.05.2025**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('Act of 1996') seeking appointment of a Sole Arbitrator for adjudicating the disputes between the parties arising out of Letter of Intent ('LOI') dated 25.03.2023 entered into between the parties.
2. The Arbitration Agreement is contained in the Clause No. 14 of the LOI. The Clause 14 read with Clause 15 of the said Agreement vests exclusive jurisdiction on the Court at Delhi and also records that the arbitration proceedings will be done in accordance with the rules of the Delhi International Arbitration Centre ('DIAC').
3. The disputes arose between the parties, the Petitioner invoked the Arbitration Agreement by issuing notice dated 27.01.2025. The Respondent received the said notice but did not reply.



4. The Petitioner has valued its claims at Rs. 17,40,000/- with interest thereon at 18% from the date the said amount has become due till the date of its realization.

5. Mr. Roshan Santhalia, Advocate has entered appearance on behalf of the Respondent. He states that he will file his vakalatnama within one (1) week.

5.1. He states that there is no dispute with respect to the existence of arbitration agreement between the parties and its invocation by the Petitioner vide notice dated 27.01.2025. He states that the Respondent has counter claims.

6. Parties jointly request that the matter be referred to DIAC in terms of Clause 14 of LOI.

7. This Court has heard the parties and perused the record.

8. At the stage of Section 11 of the Act of 1996, the Court is only required to examine *prima facie* the existence of the arbitration agreement, all the disputes of maintainability, arbitrability and on merits being left to the jurisdiction to the arbitral tribunal. The Supreme Court in its recent judgment in **Cox & Kings Ltd. v. SAP India Pvt. Ltd. & Anr.**¹ has made this position clear.

9. As the existence of arbitration agreement and due invocation thereof are not denied, this Court finds no impediment in appointing a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the LOI.

¹ Arb.Pet. No. 38/2020 dated 09.09.2024.



10. Mr. Rohan Chawla, Advocate² (D-4283/2017) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. The arbitration shall be conducted under the aegis of, and as per the rules of DIAC. The learned arbitrator will file its declaration as per Section 12 of the Act of 1996 in a time bound manner.
11. Petitioner is directed to file its Statement of Claim within four (4) weeks.
12. List before the Sole Arbitrator at DIAC for a preliminary hearing on **10.07.2025 at 10:30 A.M.**
13. Since the parties have entered appearance, no fresh notice is required to be issued to the parties by DIAC.
14. Let the copy of this order be communicated to the DIAC and the Sole Arbitrator.
15. The petition is disposed of accordingly.

MANMEET PRITAM SINGH ARORA, J

MAY 8, 2025

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Click here to check corrigendum, if any

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