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

+ **ARB.P. 577/2025**

GROWLANCE TECH SOLUTIONS PRIVATE LIMITED

.....Petitioner

Through:

versus

QUORVION PRIVATE LIMITED

.....Respondent

Through: Mr. Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.09.2025

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1. This is a petition filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The brief facts are that the Master Service Agreement dated 20.03.2024 was executed between the petitioner and the respondent.
3. The said Agreement contains an arbitration clause, clause No. 13, which reads as under:

“13. DISPUTE RESOLUTION

Any dispute under this Agreement will at the first instance, be attempted to be resolved through mutual discussions and negotiations. The parties agree to settle matters through mutual discussion within 30 days from the date the issue arises. Arbitration and/or adjudication shall not be the



chosen form of dispute resolution at the first instance.

In cases where the mutual discussions and negotiations fail between the Parties, the Parties agree to submit to arbitration, any and all matters in dispute or controversy among them concerning the terms of this Agreement. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. In case the parties fail to mutually agree on the appointment of a Sole Arbitrator, the same shall be done in accordance with the provisions of Arbitration and Conciliation Act, 1996. Any award rendered shall be final and conclusive upon the Parties. The expenses of the arbitration must be borne equally by the Parties. Provided however that, each Party shall pay for and bear the costs of its own experts, evidence and counsel's fees. The place / venue of the arbitration will be New Delhi and the language of Arbitration shall be English.”

4. Since disputes arose between the parties, the petitioner invoked arbitration vide Legal Notice dated 17.12.2024 and thereafter filed the present petition.
5. Mr. Sharma, learned counsel appears on behalf of the respondent and has no objection to the appointment of a Sole Arbitrator as long as all his rights, counter-claims are left open to be decided by the Sole Arbitrator.
6. For the said reasons, the petition is allowed with the following directions:
 - i) Mr. Shrey Chathly (Advocate) (Mob. No. 9910211045) 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.
7. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 22, 2025/sp