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

+ **ARB.P. 634/2022**

M/S SONY INDIA PVT. LTD.

.....Petitioner

Through: Mr Anupam Srivastava, Senior
Advocate with Mr Dhairya Gupta &
Mr. Vasuh Misra, Advs

versus

M/S HAPPY CARE SERVICES

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

11.03.2025

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1. This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (“A&C Act”) to appoint a Sole Arbitrator, to adjudicate the disputes between the parties, arising out of Service Agreement dated 1st April 2019.
2. The arbitration clause is contained in Clause 14 of the said agreement, providing for arbitration, as the mechanism for resolution of disputes.
3. As per *Clause 14*, the *seat* and *venue* for arbitration is Delhi and as per *Clause 14.13*, the jurisdiction, is of the Courts in New Delhi.
4. An attempt was made for serving the respondent at the addresses as also through email. However, the service could not be accomplished. Accordingly, service through substituted mode was directed and publication was made in newspapers dated 9th September 2024, as noted by the Joint Registrar (Judicial), in its Order dated 18th February 2025. Copies of the newspapers are on record.



5. However, no one appears on behalf of respondent and their right to file reply has also been closed.
6. The amount in dispute is in range of Rs.10 lakhs approximately.
7. The Supreme Court in *Fugro Survey (India) (P) Ltd. v. Ramunia International Services Ltd.*(2012) 10 SCC 752 and *Suprema Inc. v. 4G Identity Solutions (P) Ltd.* (2015) 13 SCC 122, and this Court in, *Energy Efficient Services Ltd. v. Merry Gold Enterprises* 2023 SCC OnLine Del 2365 and *Aditya Birla Finance Ltd. v. Anjali Nag* 2024 SCC OnLine Del 2568, in similar situations, where the respondents did not appear before the Courts despite issuance of notice and service being affected upon them , proceeded *ex-parte* against such respondents and appointed the arbitrator.
8. Upon a conspectus of the averments contained in the petition and the submissions made, this Court is of the opinion that there is a valid and subsisting arbitration agreement between the parties, within the territorial jurisdiction of this Court, the disputes stated to have arisen between the parties do not appear *ex facie* to be non-arbitrable.
9. Accordingly, *Mr. Malak Bhatt, Advocate* (Mobile No. 9650592002) is appointed as the Sole Arbitrator. The Arbitration proceedings shall take place under the aegis of the Delhi International Arbitration Centre (‘**DIAC**’). The arbitration proceedings shall be conducted under the Rules of the DIAC. The fee of the Sole Arbitrator shall be as per the Fourth Schedule of the A&C Act, as amended by the DIAC Rules.
10. List before the DIAC. Let a copy of the present order be sent to Secretary, DIAC.
11. Parties to appear before the DIAC, which shall also issue notice to the counsel for the respondent once again.
12. Petition is disposed of with all pending applications, if any.



13. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MARCH 11, 2025/sm