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

+ ARB.P. 646/2025

CASA 2 STAYS PVT. LTD

.....Petitioner

Through: Appearance not given

versus

B9 BEVERGES LIMITED

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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28.07.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Travel Subscription Agreement dated 04.05.2023.
2. The respondent approached the petitioner for availing its services of comprehensive travel arrangement including but not limited to airport transfers, hotel reservations, meeting places and related services like car rentals for the events to be held for its employees, consultants and associates.
3. Accordingly, an Agreement named "Travel Subscription Agreement" dated 04.05.2023 was signed between the parties.
4. The arbitration clause is Clause 6.3.3 of the said Travel Subscription Agreement which reads as under :

"6.3.3. If the Dispute is not resolved as aforesaid, and if the Company so chooses under clause 6.3.2 the Dispute shall be referred to, and finally settled by arbitration



under and in accordance with the Arbitration and Conciliation Act, 1996 (“Arbitration Act”). Both parties shall mutually appoint a sole arbitrator to conduct the proceedings. All arbitration proceedings shall be conducted in the English language in accordance with the Arbitration Act and the seat and venue of arbitration shall be New Delhi. The arbitrator shall decide any such dispute or claims strictly in accordance with the governing law specified in Article 62 of this Agreement. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for execution of the award and an order of enforcement, as the case may be. The arbitrator shall have the power to award costs and interest on any sum awarded pursuant to the arbitration proceedings, if awarded, until the actual payment of such amounts.”

5. Accordingly, the petitioner provided the services but the respondent failed to honour its obligations in making timely payment.
6. Since there were disputes between the parties, the petitioner invoked arbitration *vide* Legal Notice dated 24.10.2024 and thereafter, filed the present petition.
7. As per the service report, the respondent has been served. Despite service there is nobody appearing on behalf of the respondent.
8. For the said reasons, I am satisfied that there is valid arbitration clause and also there are disputes pending between the parties which need to be adjudicated through arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued :-



- i) Delhi International Arbitration Centre (DIAC) Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.
 - ii) The arbitration will be held under the aegis and rules of 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.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 28, 2025/AS/sp