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

+ ARB.P. 664/2025

91 SPRINGBOARD BUSINESS HUB PVT LTD .....Petitioner

Through: Mr. Varun Garg and Ms. Kinjal  
Sharma, Advocates.

versus

OYELA TECHNOLOGIES PRIVATE LIMITED .....Respondent

Through: Mr. Vaibhav Mahajan, Advocate.

**CORAM:**

**HON'BLE MR. JUSTICE AMIT BANSAL**

**ORDER**

% **18.08.2025**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties arising out of the Terms of Offer ('Agreement') dated 18<sup>th</sup> July, 2023.
2. The arbitration clause is Clause 17(f) of the said Agreement. For ease of reference, the same is set out below:

***"f. Dispute Resolution:** Any dispute arising out of or in connection with this Terms of Offer which is not resolved within 21 (Twenty-One) days after the service of a notice by a Party on the other, including any question regarding its existence, validity or termination shall be referred to and finally resolved through arbitration by a sole arbitrator nominated mutually by both parties under the Arbitration and Conciliation Act, 1996 and other applicable provisions thereof. In the event the parties are not able to mutually appoint one arbitrator within 5 days from the commencement of discussion to this effect, each party would appoint one arbitrator who will in-turn appoint a third arbitrator who would be the chairperson of the tribunal thus*



*constituted. The arbitration proceedings shall be in the English language and shall be held in New Delhi. The arbitration award shall be final and binding on the Parties.”*

3. Counsel for the petitioner states that since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 3<sup>rd</sup> January, 2025. He stated that since the respondent did not respond to the notice dated 3<sup>rd</sup> January, 2025, the petitioner was constrained to file the present petition.

4. Counsel appears on behalf of the respondent and submits that the respondent had only signed the two-page Terms of Offer and had not signed the ‘Terms and Conditions’ that were attached to the said Terms of Offer.

5. In this regard, he has drawn attention of the Court to paragraph 8 of the reply dated 23<sup>rd</sup> September, 2024 to the legal notice sent by the petitioner.

6. Counsel for the respondent submits that there is a contradiction between the Terms of Offer and the ‘Terms and Conditions’ attached to the said Terms of Offer.

7. I have heard the counsel for the parties.

8. Without prejudice to the rights and contentions of the respondent, the dispute between the parties is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

a. Mr. Akshay Chandra (Mobile No.: +91-9910401230), is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah



Road, New Delhi (hereinafter '**DIAC**').

c. The remuneration of the Arbitrator shall be in terms of the DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

d. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

e. The parties shall approach the Arbitrator within two (2) weeks from today.

9. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondent that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.

10. The petition stands disposed of.

11. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

**AMIT BANSAL, J**

**AUGUST 18, 2025**

*Vivek/-*