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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 671/2025

91 SPRINGBOARD BUSINESS HUB PVT LTD

.....Petitioner

Through: Mr. Varun Garg, Adv.

versus

STRATMED SERVICES PRIVATE LIMITED

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

18.08.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking the appointment of an Arbitrator for adjudication of disputes between the parties arising out of a Co-working Letter-terms of Offer dated 31.01.2023, as amended from time to time.
2. The petitioner is engaged in business of providing the co-working spaces. The respondent approached the petitioner in the month of January 2023 with the requirement of co-working space to conduct its business operation from the office/hub of the petitioner situated at LVS Arcade, Plot No. 71, Jubilee Enclave, Hitec City, Madhapur, Hyderabad, Telangana, India ("Hub/Office"). Based on the mutually agreed terms and conditions the parties entered into and executed a Coworking Letter-Terms offer ("Agreement") dated 31.01.2023 which came in effect on 15.02.2023.



3. The Arbitration Clause being Clause 17(f) of the Agreement reads as under:-

“17. . . .

*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.”*

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 24.12.2024 and thereafter filed the present petition.
5. As per the master data maintained with the Ministry of Corporate Affairs, the e-mail of the respondent is "info@stratmed.com". Additionally, the exchange between the parties shows another e-mail of the respondent vicky.kothari@stratmed.com.
6. The respondent has been served on both email Ids. Despite service, there is nobody appearing on behalf of the respondent.
7. I am satisfied that there exists a valid arbitration clause and there are



disputes subsisting between the parties which need to be adjudicated through the arbitral mechanism.

8. Since the amount is meagre, Mr. Garg, learned counsel for the petitioner requests that a sole arbitrator be appointed to adjudicate the present dispute.
9. Accordingly, the petition is allowed and the following directions are issued:-
 - i) Mr. Nikhil Bhardwaj, Advocate (Mob. No. 9910052133) 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 petitioner shall approach the learned Arbitrator within two



weeks from today.

10. The petition is disposed of in the aforesaid terms.

AUGUST 18, 2025 / (MS)

JASMEET SINGH, J