



\$~3

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

+ **ARB.P. 729/2025**

91 SPRINGBOARD BUSINESS

HUB PRIVATE LIMITED

.....Petitioner

Through: Mr. Sagar Shivam Jaiswal, Advocate.

versus

KRISHNA PRASADA PROP.

M/S KP BUILDERS AND ENGINEERS

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

05.08.2025

%

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter the 'Act') seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties arising out of Membership Agreement dated 10th November 2023 (hereinafter the 'Agreement').

2. It is stated that the respondent defaulted in the payment of monthly membership fee as per agreement and voluntarily, in breach of the agreement, terminated the membership agreement, causing financial and reputational loss to the petitioner. It is averred that the total amount recoverable from the respondent against the breach of the mandatory lock-in period and outstanding monthly rental is Rs.3,08,345/- [Rupees Three Lakhs Eight Thousand Three Hundred Forty-Five Only].



3. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 7th April, 2025. However, the respondent did not provide its consent for the appointment of a Sole Arbitrator and thus, the petitioner is constrained to file the present petition.

4. The arbitration clause is Clause 17(g) of the said Agreement as applicable to the parties herein. The said Clause is set out below:

“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.”

5. Notice in the present petition was issued on 13th May 2025. An affidavit of service has been filed on behalf of the petitioner, in terms of which the respondent has been served through e-mail.

6. As per the report of the Registry, the respondent has been served through e-mail. The e-mail of the respondent is the same as the one that is given in the Agreement between the petitioner and the respondent. However, none appears on behalf of the respondent despite notice.

7. Accordingly, the present petition is allowed and the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

a. Mr. Karan Gupta, Advocate (Mobile No.: +91 9729202222,



Email: karan@kgvslegal.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

b. 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.

c. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.

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

8. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to limitation and/ or 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.

9. The petition stands disposed of in the aforesaid terms.

10. Pending applications, if any, stand 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 5, 2025

Rzu