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

+ **ARB.P. 731/2025**

**91 SPRINGBOARD BUSINESS**

**HUB PRIVATE LIMITED**

**.....Petitioner**

Through: **Mr. Sagar Shivam Jaiswal, Advocate.**

**versus**

**TRANSOL GLOBAL FORWARDING**

**PRIVATE LIMITED**

**.....Respondent**

Through: **None.**

**CORAM:**

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

**ORDER**

**05.08.2025**

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 ( hereinafter the 'Act') seeking appointment of the Sole Arbitrator for adjudication of disputes between the parties arising out of Membership Agreement dated 3<sup>rd</sup> May 2025 (hereinafter the 'Agreement').
2. It is stated that the respondent defaulted in the payment of monthly membership fee as per the 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.1,43,370/- [Rupees One Lakh Forty-Three Thousand Three Hundred Seventy Only].
3. Since there were disputes between the parties, the petitioner invoked



arbitration *vide* legal notice dated 7<sup>th</sup> April, 2025. However, the respondent did not provide its consent for appointment of Sole Arbitrator and thus, the petitioner is constrained to file the present petition.

4. The arbitration clause is Clause 13(e) 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 agreement 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 arbitrator appointed as per the Arbitration and Conciliation Act, 1996 and other applicable provisions thereof. 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 13<sup>th</sup> 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. 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.

7. 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.

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

9. Pending applications, if any, stand disposed of.

10. 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**

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