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

+ **ARB.P. 841/2025**

ANTARA ASSISTED CARE SERVICES LIMITEDPetitioner

Through: **Ms. Aayushi S. Khazanchi and Ms.
Suruchi Jaiswal, Advs.**

versus

M/S OANDP ONLINE PRIVATE LIMITEDRespondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **22.08.2025**

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of Carrying and Forwarding Agent Agreement dated 26.06.2023.
2. The facts are that the parties entered into the said Agreement, wherein the petitioner was to receive, warehouse, safely store and dispatch/handover products of the respondent to the designated distributors, resellers, channel partners, customers or personnel of the respondent.
3. The Agreement contained an arbitration clause, being Clause 13, which reads as under:

“13. Arbitration



- i. In case of any disputes or differences relating to or arising out of this Agreement, Parties shall endeavor to resolve the same through discussion and in a spirit of mutual harmony and goodwill.*
- ii. In the event, any dispute or difference arising out of this Agreement cannot be settled through mutual discussion within 30 days of having arisen, the same shall be decided by arbitration of a sole arbitrator who shall be appointed with mutual consent of the Parties. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The Seat and Venue of such arbitration will be New Delhi.*
- iii. Subject to Clause 13, the Courts of New Delhi shall have the exclusive Jurisdiction to adjudicate upon any and all disputes and differences arising out of or in connection with the Agreement or with regard to construction, meaning and effect of any of the terms and conditions hereof.”*
4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 01.08.2024 and thereafter, filed the present petition.
5. As per MCA record, the e-mail ID of the respondent is srinivas.muddana@surehab.com.
6. My attention has also been drawn to the e-mail dated 23.10.2024 sent by the respondent from the abovementioned e-mail ID of the respondent.
7. As per the affidavit of service, the respondent has been served at the



abovementioned e-mail ID.

8. I am satisfied that the respondent has been served and despite service, there is nobody appearing on behalf of the respondent.
9. I am also satisfied that there is a valid arbitration clause and the disputes between the parties need to be resolved through the arbitration mechanism.
10. For the said reasons, the petition is allowed and the following directions are issued:
 - i) Mr. Tanuj Khurana (Advocate) (Mob. No. 98110009959) 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.

11. The petition is disposed of accordingly.

JASMEET SINGH, J

AUGUST 22, 2025/DM