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

+ **ARB.P. 1007/2025**

91 SPRINGBOARD BUSINESS HUB PRIVATE LIMITED

.....Petitioner

Through: Mr. Nipun Gupta and Mr. Varun Garg, Advocates.

versus

SKILLOVILLA TECHNOLOGIES PRIVATE LIMITED

.....Respondent

Through: Mr. Prithu Garg, Mr. Shivam Singh and Mr. Ashutosh Arvind Kumar, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

25.08.2025

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. To the extent relevant and necessary, case of the Petitioner is that the parties entered into and executed a Co-working Letter – Terms of Offer dated 01.06.2024 for total number of members/seats fixed at 137 and having net membership fees of Rs. 8,90,500/- excluding taxes, per month and for a period from 01.06.2024 till 31.07.2025. Lock-in period, as per the Agreement, was 11 months i.e., upto 31.05.2025. Parties also agreed to a commercial arrangement, whereby Respondent was to be invoiced at the earlier agreed membership fees *albeit* Respondent could temporarily remit an amount of Rs. 7,00,000/- per month with the balance payable in future.
3. Petitioner avers that it was agreed between the parties that Petitioner will sell the seats allotted to the Respondent, to third parties, to enable the



Respondent to pay reduced membership fees. Petitioner raised invoices towards membership fees, however, no payments were made by the Respondent despite several reminder e-mails between 21.12.2024 and 22.01.2025. It is further averred that Petitioner sold/allocated ten seats even thereafter to another member from 13.01.2025 and informed the Respondent of the same vide e-mail dated 20.01.2025. Instead of admitting its defaults, Respondent illegally terminated the Agreement on 06.05.2025 constraining the Petitioner to issue demand notice to pay an amount of Rs.54,97,535/-. Thereafter, Petitioner invoked the Arbitration Clause 13(e) of the Agreement and sent notice dated 30.05.2025 under Section 21 of 1996 Act to the Respondent by e-mail and speed post, but there was no response. On failure of the Respondent to concur with the appointment of the Arbitrator within 30 days from the receipt of invocation notice, present petition was filed.

4. Mr. Prithu Garg, Advocate enters appearance on behalf of the Respondent and on instructions, while refuting the case of the Petitioner on merits, submits that Respondent has no objection to the appointment of the Arbitrator as existence of arbitration agreement is not under dispute.

5. Accordingly, with the consent of the parties, Mr. Ashwin Joseph, Advocate (Mobile No. 8447070678) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.

6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.



8. In the meantime, it will be open to the parties to explore the possibility of amicable settlement of their disputes and in case the disputes are resolved, the same will be brought to the notice of the Arbitrator.
9. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 25, 2025/S.Sharma/shivam