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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1252/2025

M/S AESTHETIC NUTRITION PVT.LTD.

.....Petitioner

Through: Mr. Utsav Garg, Adv.

versus

RUNNING HORSES FILMS PROPRIETORSHIP

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

18.09.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of the Web Series Association Agreement dated 20.05.2022.
2. The facts are that the respondent executed the Web Series Association Agreement with the petitioner, in reference to a Web Series titled as "Fashion Street", seeking an investment of Rs. 25 lakhs. In accordance with the said Agreement the petitioner transferred Rs. 5 lakhs as token amount.
3. The said Agreement contains an arbitration clause being Clause No. 26, which reads as under:-

"26. All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 15 (fifteen) days of being brought to their attention, shall be settled by arbitration governed by the



provisions of Arbitration and Conciliation Act, 1996 and conducted by a sole arbitrator to be appointed mutually by the Parties, The venue/seat of Arbitration shall be New Delhi and the language of arbitration shall be English. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.”

4. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 21.03.2025 and thereafter, filed the present petition.
5. The email-ID of the respondent mentioned in the Agreement is runninghorsesfilms@gmail.com. As per the affidavit of service, the respondent has been served on the said email-ID.
6. 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 dispute between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed, with the following directions:-
 - i) Mr. Rahul Bharadwaj, Advocate (Mob. No. 9873195681) 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.
9. The present petition is disposed of in the aforesaid terms.

SEPTEMBER 18, 2025 / (MS)

JASMEET SINGH, J