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

+ **ARB.P. 1294/2025**

CUTTING EDGE DIGITAL PVT. LTD.Petitioner

Through: Ms. Ridhi Kapoor, Advocate.

versus

ONE7 SPORTS TECH PVT. LTD.Respondent

Through: Ms. Apoorva Thakral, Advocate.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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14.10.2025

1. The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Service Agreement dated 2nd December, 2024 (hereinafter 'Agreement'), entered into between the parties.
2. In terms of the aforesaid Agreement, the petitioner was engaged by the respondent to design, develop, and maintain a digital platform, OTT website and applications under the respondent's brand name.
3. The Agreement contains an arbitration clause, i.e. Clause 14. The said Clause is set out below:

“Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of India, the courts at New Delhi only shall have the exclusive jurisdiction in respect of any



matter or dispute connected with this Agreement. In case attempt to bring about an amicable settlement fails, the dispute shall be resolved by binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 under the aegis of a single arbitrator jointly appointed by the Parties.”

4. Since the respondent has failed to make full payment of the invoiced amount, the petitioner issued a notice invoking the aforesaid arbitration clause under Section 21 of the Act on 13th June, 2025.
5. However, the respondent failed to respond to the aforesaid notice. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
6. Notice in the present petition was issued on 25th August, 2025.
7. Counsel enters appearance on behalf of the respondent and does not dispute the existence of the arbitration clause.
8. In this view of the aforesaid position, it has been put to the counsel for the parties if the matter may be referred for mediation.
9. Both parties are willing to consider mediation and state that the present petition may be disposed of with a reference to the Arbitral Tribunal comprising a Sole Arbitrator, *albeit* with the appointment of a Sole Arbitrator being deferred by eight (8) weeks.
10. Accordingly, with the consent of the parties, the matter is referred for mediation to the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre').
11. List before the Mediation Centre on 29th October, 2025, at 3:00 P.M.
12. In the facts of the present case, it is admitted by the parties that there



exists a valid arbitration clause in the Agreement and thus 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. Prateek Kumar, Advocate (Mobile No.: +91-9818451124) 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.
- c) The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.

13. The parties and the Mediator are directed to conclude the mediation proceedings before 28th December, 2025.

14. The parties shall approach the Arbitrator in the second week of January 2026 to apprise the Sole Arbitrator of the status of the mediation proceedings. In the event the mediation proceedings between the parties are not successful by 28th December, 2025, the Sole Arbitrator shall commence the arbitration proceedings.

15. Needless to state, all pleas of the parties qua claims and counter-claims are left open and shall be considered in the arbitration proceedings.

16. With the aforesaid directions, the petition stands disposed of.

17. A copy of this order be sent to the Organising Secretary of the Mediation Centre for information and compliance.

18. The digitally signed copy of this order, duly uploaded on the official website of the High Court of Delhi, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring



compliance. No physical copy of the order passed today shall be insisted for by any authority/entity or litigant.

AMIT BANSAL, J

OCTOBER 14, 2025

Vivek/-