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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1325/2025**

DPS MOTOR CARS PRIVATE LIMITEDPetitioner

Through: Mr. Suraj Singh, Mr. Bharat Singh,
Mr. Abhay Singh, Mr. Vishwajeet
Dubey, Mr. Anshu Singh, Ms. Julie
Singh, Advs.

versus

BLU-SMART FLEET PRIVATE LIMITEDRespondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **18.09.2025**

1. This is a petition filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The brief facts are that the respondent approached the petitioner seeking repair and maintenance services for its electric vehicle fleet. There was correspondence via email, wherein the commercial terms including credit period, discounts on parts were discussed.
3. On 20.07.2023, final commercial terms were confirmed by the petitioner and the respondent accepted the same *vide* email dated 20.07.2023 at 22.22 hours.
4. Even though the Service Agreement is not signed, there is an exchange of emails providing a record of the Agreement as well as the arbitration clause.



5. The unsigned Service Agreement dated 11.07.2023 contains an arbitration clause being Clause No. 7, which reads as under:

“7 DISPUTE RESOLUTION AND JURISDICTION

7.1 All questions, differences, or disputes whatsoever which may arise between the parties in any manner connected with the aforesaid terms, whether as to construction or otherwise, shall be referred to arbitration of a Sole Arbitrator to be mutually appointed by the Parties in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any other re-enactment or statutory modifications thereof. The decision of the Sole Arbitrator shall be final and binding on the Parties. The venue & seat of the arbitration shall be New Delhi and arbitration shall be conducted in English language.”

6. Since disputes arose between the parties, the petitioner invoked the arbitration vide Legal Notice dated 01.07.2025.
7. As per the master data of the respondent, the email of the respondent is cs@blu-smart.com.
8. As per the affidavit of service, the respondent has been served at the said email ID. Despite service, there is nobody appearing on behalf of the respondent today.
9. Recently, this Court in ***Belvedere Resources DMCC v OCL Iron and Steel Ltd. and Others 2025 SCC OnLine Del 4652***, has held that WhatsApp and email exchanges can constitute a valid arbitration Agreement, so long as the Agreement forms part of the documents/communication exchanges between the parties. The



relevant paragraphs read as under:

“53. A perusal of Section 7(4)(b) of the Act reveals that it is not necessary for a concluded contract to be in existence for a valid arbitration agreement to be existing between the parties. The arbitration agreement must form a part of documents/communication exchange between the parties. The same has duly been so laid down by the Hon'ble Supreme Court in Cox & Kings Ltd.. v. SAP India (P) Ltd., (2024) 4 SCC 1 wherein, it has been observed as under:—

*“76. Section 7(4)(b) provides the second circumstance, according to which an arbitration agreement is in writing if it is contained in an exchange of letters, telex, telegrams or other means of telecommunication including communication through electronic means which provide a record of the agreement. **According to this provision, the existence of an arbitration agreement can be inferred from various documents duly approved by the parties.** [Shakti Bhog Foods Ltd. v. Kola Shipping Ltd., (2009) 2 SCC 134 : (2009) 1 SCC (Civ) 411; Trimex International FZE Ltd. v. Vedanta Aluminium Ltd., (2010) 3 SCC 1 : (2010) 1 SCC (Civ) 570] Section 7(4)(b) dispenses with the conventional sense of an agreement as a document with signatories. Rather, it emphasises on the manifestation of the consent of persons or entities through their actions of exchanging documents. However, the important aspect of the said provision lies in the fact that the parties should be able to record their agreement through a documentary record of evidence. In Great Offshore Ltd. v. Iranian Offshore Engg. & Construction Co. [Great Offshore Ltd. v. Iranian Offshore Engg. & Construction Co., (2008) 14 SCC 240], this Court observed that Section 7(4)(b) requires the Court to ask*



whether a record of agreement is found in the exchange of letters, telex, telegrams, or other means of telecommunication. Thus, the act of agreeing by the persons or entities has to be inferred or derived by the Courts or tribunals from the relevant documents and communication, neither of which can be equated with a conventional contract.”

(Emphasis added)

10. In the present case, the email correspondence shows that the petitioner sent a copy of the Service License Agreement, containing an arbitration clause, to the respondent via email dated 20.07.2023 at 5:41 PM. On the same day, the respondent replied “approved” at 10:22 PM vide email ID rashid.ahmad@blu-smart.com.
11. In view of the above, I am satisfied that in the present case there exists an arbitration Agreement as contemplated under Section 7(4)(b) of the Arbitration and Conciliation Act, 1996, and there are disputes between the parties that need to be resolved through the arbitral mechanism.
12. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Gaurav Barati, Advocate (Mob. No. 9810526981) 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.
13. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 18, 2025/sp