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

+ **ARB.P. 1369/2025**

ALTF SPACES PRIVATE LIMITED

.....Petitioner

Through: Mr. Abhay Pratap Singh, Ms. Mitali
Umat and Mr. Saksham Singh,
Advocates

versus

R2V2 TECHNOLOGIES PRIVATE LIMITEDRespondent

Through: Mr. Karan Singh Choudhary and
Mr. Rohit Agrawal, Advocates

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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25.09.2025

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 the Terms of Use (hereinafter 'Agreement'), in terms of which the respondent availed the services of the petitioner, *i.e.* use of co-working spaces and other ancillary services in exchange of fees of Rs.10,000/- per seat per month.

2. Counsel for the petitioner states that the aforesaid Agreement contains an arbitration clause, *i.e.* Clause 21, which provides for the adjudication of any disputes arising between the parties by way of arbitration. The arbitration clause is set out below:

“21. Arbitration:

• *Notwithstanding anything contained in the Agreement or the Terms of Use, any dispute arising out of or in connection with the*



Agreement or Terms of Use shall be sought to be resolved and settled amicably within 30 (thirty) days of such dispute arising, failing which the dispute shall be referred to and finally resolved by a sole arbitrator. The Parties agree that in the event of a dispute which needs to be resolved by arbitration, the arbitrator shall be appointed mutually by the parties, provided that there shall be no conflict of interest for the chosen arbitrator with either party. The cost of the arbitration shall be borne equally by the Parties. The provisions of the Arbitration and Conciliation Act, 1996 shall remain applicable.

*• All proceedings in any such arbitration shall be conducted in English. **The seat of the arbitration proceedings shall be in Delhi** and the award of the arbitrator shall be final and binding on the Parties.”*

3. He further states that since the respondent started making defaults in the payment of the invoices issued by the petitioner, the petitioner sent a notice dated 20th March, 2024 to the respondent, invoking the aforesaid arbitration clause under Section 21 of the Act. However, no reply to the said notice has been sent by the respondent.

4. Notice was accepted by counsel for the respondent on the last date of hearing.

5. Counsel for the respondent submits that, without prejudice to the rights and contentions of the respondent regarding the arbitrability of the present dispute between the parties, the dispute may be referred to the Arbitral Tribunal.

6. Accordingly, 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. Harmanbir Singh Sandhu, Advocate (Mobile No.: 9654453326) 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. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
 - c. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
 - d. The parties shall approach the Arbitrator within two (2) weeks from today.
7. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to limitation and/ or arbitrability of any of the claims, are left open for adjudication by the Arbitrator.
8. The petition stands disposed of in the aforesaid terms.
9. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

SEPTEMBER 25, 2025
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