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

+ ARB.P. 1394/2025 with I.A. 21901/2025

M/S GURGAON INFOSPACE LIMITEDPetitioner

Through: Mr. Nikhil Fernandes and Mr. R. Pal,
Advocates.

versus

M/S VULTURECULTURE PUB HOUSE LLPRespondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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08.12.2025

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 Facility Agreement dated 25th February 2022 (hereinafter 'Agreement').

2. Counsel for the petitioner states that the aforesaid Agreement contains an arbitration clause, i.e. Article 17, which provides for adjudication of any disputes arising between the parties by way of arbitration. For ease of reference, Article 17 of the Agreement is set out below:



ARTICLE 17
ARBITRATION

17.1 All disputes, differences or disagreement arising out of, in connection with or in relation to this Agreement shall be mutually discussed and settled between the parties.

17.2 Any dispute or difference of any nature whatsoever arising out of or in relation to this agreement (including but not limited to dispute or difference in relation to eviction of the LICENSEE from the Licensed Premises on account of termination/determination of this Agreement, taking possession of the Licensed Premises if the LICENSEE after taking over the possession locks the Premises and does not respond to notices

of the LICENSOR and fixation of the mesne profits for illegal occupation) shall be finally decided by a Sole Arbitrator to be appointed mutually as per the provisions of Arbitration and Conciliation Act 1996 with any statutory amendments/modifications for the time being in force. The arbitration shall be held in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

17.3 The venue of arbitration shall be New Delhi or such other place as may be mutually agreed between the parties and the language of arbitration shall be English. The award shall be rendered in English Language.

3. He further states that since the respondents started making defaults in the repayment of the loan amount, the petitioner sent a notice dated 20th May, 2024 to the respondents invoking the aforesaid arbitration clause under Section 21 of the Act.

4. The respondents have not sent a reply to the aforesaid notice to the petitioner. Hence, the petitioner has been constrained to approach this Court by way of the present petition.

5. As per the report of the Registry, the respondents have been served through e-mail.



6. An affidavit of service has also been filed on behalf of the petitioner, in terms of which the respondents have been served *via* email and speed post.

7. Notice in the matter was issued on 4th September 2025. Counsel appeared on behalf of the respondents on 16th October 2025 and took time to file reply. On the next date of hearing, none appeared on behalf of the respondent. Further, till date no reply has been filed by the respondent.

8. Today also none has appeared on behalf of the respondent.

9. Accordingly, the dispute between the parties under the aforesaid Appointment Letter is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- i. Mr. Mohit Paul, Advocate (Mob. No. +91-9810841571) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. 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.
- iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
- iv. The parties shall approach the Arbitrator within two (2) weeks from today.

10. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of



either of the parties, are left open for adjudication by the Arbitrator.

11. The petition stands disposed of in the aforesaid terms.

12. 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

DECEMBER 8, 2025/RK