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

+ **ARB.P. 1433/2025 & I.A. 22486/2025**

**MANAGEMENTARS BUSINESS SOLUTIONS PVT.
LTD.**

.....Petitioner

Through: Mr. Nimish Chib, Advocate

versus

**DATTA FINANCE AND TRADING PVT.
LTD.**

.....Respondent

Through:

**CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL**

ORDER

18.12.2025

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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 Memorandum of Understanding (MoU) dated 8th November, 2021 entered into between the parties.

2. Counsel for the petitioner submits that the aforesaid MoU contains an arbitration clause, i.e. Clauses 11 and 12, which provides for adjudication of any dispute arising between the parties by way of arbitration. For ease of reference, Clauses 11 and 12 of the MoU are set out below:



11.	GOVERNING LAW AND JURISDICTION	<i>This MOU shall be governed by and construed in accordance with the laws of the Republic of India, and subject to the arbitration mechanism agreed below, the courts at New Delhi shall have the exclusive jurisdiction to entertain any dispute arising out of this MOU.</i>
12.	DISPUTE RESOLUTION	<i>Disputes relating to this MOU will be resolved by arbitration in accordance with the (Indian) Arbitration and Conciliation Act, 1996, with the seat of the arbitral tribunal being in Delhi and by a sole arbitrator mutually to be appointed by the First Party & Second Party.</i>

3. He further submits that since there were disputes between the parties, the petitioner sent a legal notice dated 1st April, 2022 to the respondent under Section 21 of the Act, invoking the aforesaid arbitration clause.

4. The respondent replied to the aforesaid notice on 11th May, 2022 denying the claims made by the petitioner.

5. Hence, the petitioner has been constrained to approach this Court by way of the present petition.

6. Notice was issued in the present petition on 11th September, 2025.

7. As per the report of the Registry, respondent has been served through speed post.

8. An affidavit of service has also been filed on behalf of the petitioner, in terms of which the respondent had been served *via* speed post.

9. None appears on behalf of the respondent despite service.

10. I am satisfied that there exists a valid arbitration agreement and there are disputes which need to be adjudicated through arbitral mechanism.

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

- i. Mr. Amit Saxena (Mob. No. +91-9811360525) 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.

12. 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.

13. The petition along with pending application stands disposed of in the aforesaid terms.

14. 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 18, 2025
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