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

+ **ARB.P. 1606/2024**

XTELIFY LIMITED

.....Petitioner

Through: Mr. Akash Kundu & Mr. Nitin Tittal,
Advs.

versus

GOINGBO TOURS PVT. LTD.

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

08.04.2025

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1. This is a petition under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator for adjudication of the disputes between the parties.
2. The respondent approached the petitioner with the intention to avail cloud services for commercial purposes. Consequently, the parties entered into a Master Service Agreement dated 08.04.2022 and subsequently, a purchase order was issued on the petitioner.
3. The Arbitration Clause is clause 14.4 of the Master Service Agreement, which reads as under:

“14.4 Disputes referred to arbitration will be resolved by a sole arbitrator to be appointed by the Director - Legal and Regulatory, Bharti ADL Limited. The seat



and venue of arbitration will be New Delhi. The language of arbitration will be English. Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The rights and obligations of the Parties will remain in full force pending the arbitrators' award."

4. The petitioner complied with its obligations, but there was breach on respondent's part which led to invoking arbitration on 15.05.2024. Hence, the present petition has been filed.
5. My attention has been drawn to the master data of the respondent company, wherein the e-mail id is shown as 'anand24H@gmail.com'.
6. Additionally, the said e-mail also finds mention at the purchase order dated 08.04.2022.
7. As per affidavit of service, the respondent has been served at the aforesaid e-mail.
8. I am satisfied that the respondent has been served and despite service, nobody has appeared on behalf of the respondent.
9. I am also satisfied that there are disputes pending between the parties which need to be resolved through arbitral mechanism.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Siddhartha Shankar Ray, Advocate (Mobile No.9650580863) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis 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 parties shall approach the learned Arbitrator within two weeks from today.

11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 8, 2025/pk

Click here to check corrigendum, if any