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

+ **ARB.P. 1535/2025**

BHARAT SANCHAR NIGAM LTDPetitioner

Through: Mr. Kartik Raj, Mr. Satvik Rai, Mr.
Vineesh Tyagi, Advs.

versus

VEDAVAAG SYSTEMS LIMITEDRespondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

06.11.2025

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1. This is a petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator.
2. The brief facts are that the parties entered into a Memorandum of Understanding ("**MoU**") dated 15.04.2021 for strategic alliance to promote and sell Bharat Sanchar Nigam Limited's M2M and IoT connectivity series and SIMs. After completion of service, the petitioner raised invoices which were not paid by the respondent.
3. The said MoU contains an arbitration clause under the heading of Dispute Resolution which reads as under:

"Dispute Resolution

In the event of any dispute between the Parties in connection with this MOU, the authorized top-level officials of both sides shall co-ordinate to settle the dispute.

In the event of the dispute not being settled relating to any



provisions of this MOU, the dispute shall be referred to arbitration and the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the venue shall be at Delhi, India unless the Parties agree in writing to the contrary and the language shall be in English. The Arbitrator shall be mutually agreed to by the Parties.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 04.03.2025.
5. On the last date, the respondent appeared and was granted 2 weeks to file a reply.
6. Neither any reply has been filed nor there is anybody appearing on behalf of the respondent.
7. I am satisfied that there is a valid arbitration clause between the parties and there are disputes which need to be adjudicated through arbitral mechanism.
8. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Ms. Chand Chopra (Advocate) (Mob. No. 9915907494) 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.

JASMEET SINGH, J

NOVEMBER 6, 2025/DM