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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1617/2025 & I.A. 24891/2025**
HUB AND OAK PRIVATE LIMITEDPetitioner

Through: Mr. Pratishth Kaushal and Ms.
Twinkle Kataria, Advs.

versus

MEDUSA FASHION & ANR.Respondents
Through: Mr. Tushar Mudgil and Mr. Kushank
Garg, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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21.11.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the parties entered into a Membership Agreement dated 29.12.2023 whereby the petitioner agreed to provide a fully furnished four-seater private cabin situated at T-09, Hub and Oak, Plot No. E47/3, Okhla Phase-2, New Delhi-110020 on a monthly rental basis.
3. The said Agreement was valid for a lock-in period starting from 01.01.2024 to 31.01.2024 at fixed monthly membership fee of Rs.36,000/- plus taxes, discounted to Rs.34000/-.
4. The terms and conditions of the said Membership Agreement contained an arbitration clause being Clause No. 16, which reads as under:

“16. Dispute Resolution and Jurisdiction



16.1 The T&C shall be governed by and construed in accordance with the laws of India. Subject to the provisions below, the courts of New Delhi shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this T&C or the use of the Office Space/Services by the Member.

16.2 The Parties hereby agree that they shall work together to resolve any disputes that may arise under, in relation to or in connection with this T&C or the use of the Office Space/Services by the Member (referred to in this clause as a "Dispute"). In the event such Dispute is not resolved amicably within 30 (thirty) days of the date of receipt of notice issued by Disputing party with respect to same by the Non- Disputing Party then in such case all Dispute shall be settled by binding arbitration pursuant to the Arbitration and Conciliation Act, 1996, as amended, in following manner:

(a) The arbitration proceedings shall be conducted by a sole arbitrator who shall be appointed by the company i.e. Hub & Oak.

(b) The award of the arbitrators shall be binding and final on the Parties;

(c) The seat of arbitration shall be New Delhi and the language of arbitration shall be English."

5. In terms of the Agreement, the respondents used and occupied the premises till 07.02.2024 and thereafter served a notice of termination without paying the dues.

6. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 12.07.2024 and thereafter filed the present petition.



7. Mr. Mudgil, learned counsel for the respondents, does not dispute the Arbitration Clause. However, he states that the amount in question is meagre and the parties may be referred to mediation before the Arbitrator enters reference.

8. The same is acceptable to learned counsel for the petitioner.

9. For the said reasons, the petition is allowed with the following directions:

- i) Delhi International Arbitration Centre (DIAC) Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC
- 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.

10. The parties shall appear before Delhi High Court Mediation Centre on 05.12.2025 at 04:30 and will try and resolve their disputes through mediation within a period of 4 weeks.



11. In case the matter is not settled the Arbitrator will enter reference after four weeks from 05.12.2025.
12. The petition is disposed of in aforesaid terms.

JASMEET SINGH, J

NOVEMBER 21, 2025/JYH