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

+ **ARB.P. 1689/2025**

91 SPRINGBOARD BUSINESS HUB PRIVATE LIMITED

.....Petitioner

Through: **Mr. Sagar Shivam Jaiswal, Advocate**

versus

WELLGO FOOD AND EXTRACTS PRIVATE LIMITED

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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14.11.2025

1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Membership Agreement dated 08.10.2021.
2. It is stated that under the said Agreement, the Respondent had availed the services of co-working space of Petitioner with the intent to utilize Petitioner's co-working space based at "Godrej & Boyce, Gate No. 2, Plant No. 6, LBS Marg, Vikhroli Bus Depot, Vikhroli West, Mumbai, Maharashtra - 400079. It is stated that under the said Agreement, the Respondent was required to pay the monthly membership fees of Rs. 42,480/- per month to the Petitioner on the monthly basis. It is stated that disputes arose between the parties because of non-payment of money by the Respondent. It is stated by the learned Counsel for the Petitioner that as on



date about Rs.5,11,593/- is due and payable by the Respondent.

3. A notice dated 06.08.2025 under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioner to the Respondents invoking Arbitration. It is stated that despite service of the Notice, the Respondent has not replied to the same. The Petitioner has, therefore, approached this Court by filing the present Petition.

4. Notice in the Petition was issued on 14.10.2025. Affidavit of service has been filed. The affidavit of service indicates that the Respondents have been served through e-mail and courier. The postal report has also been enclosed along with the affidavit of service. Despite service there is no appearance on behalf of the Respondents.

5. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Mr. Aehsas Puri, Adv. (Mob: 9899199219) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.



10. Needless to say, nothing in this order shall be construed as an expression on the merits.

11. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 14, 2025

Rahul