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

+ **ARB.P. 1851/2024**

SINCH CLOUD COMMUNICATION SERVICE INDIA PVT LTD

.....Petitioner

Through: Mr. Mohan Singh and Ms. Vishakha,
Advocates.

versus

OXIGEN SERVICES INDIA PVT LTD

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

12.02.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under a Service Agreement dated 27.03.2009.

2. Material on record indicates that the Respondent availed the services of a communication platform of the Petitioner. It is stated that since the payments were not being made, the Agreement was terminated and a notice under Section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration was sent by the Petitioner to the Respondent on 14.10.2024 claiming an amount of Rs.1,17,78,392/-.

3. The Service Agreement contains an arbitration clause which provides that the seat of the arbitration shall be at New Delhi. This Court has, therefore, jurisdiction to entertain the present petition.

4. Notice was issued in the petition on 25.11.2024. Service report



indicates that service has been served on the Respondent by the Process Server of this Court at 8th Floor, C/o Cooffiz Magnum Towers-1, Golf Course Road Extension, Sector-58, Gurugram, Haryana-122011. Service is, therefore, complete. Despite service of notice, there is no appearance on behalf of the Respondent today.

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

6. Accordingly, Mr. Rajiv Shankar Dvivedi, Advocate (Mob. No.9313061263) is appointed as the 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 1996 Act within a week of entering on 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 of this Court on the merits of the contentions of the parties.

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

SUBRAMONIUM PRASAD, J

FEBRUARY 12, 2025

S. Zakir