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

+ **ARB.P. 1906/2025**

HATHWAY DIGITAL LIMITED

.....Petitioner

Through: Mr. Swapnil Gupta and Mr. Harshit
Gupta, Advocates

versus

JHAISHNA TECHNOLOGIES PRIVATE LIMITEDRespondent

Through: Mr. Rohit Kumar and Mr. Shailendra
Singh, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

14.11.2025

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1. The present petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under a Master Services Agreement dated 24.03.2023.

2. Material on record indicates that the Master Services Agreement was entered into between the Petitioner and the Respondent on 24.03.2023. Under the said Agreement, the Respondent was to provide various services to the Petitioner as per the deliverables to be agreed in the Statement of Works ["SOW"] to be recorded in writing and, subsequently, SOW was also signed between the parties. Disputes arose between the parties regarding amount payable by the Respondent. Since dispute arose between the parties,



the Petitioner sent a notice under Section 21 of the Arbitration and Conciliation Act, 1996 to the Respondent invoking arbitration under Section 9.9 of the Master Services Agreement dated 24.03.2023 on 07.10.2025 and claiming damages to the tune of Rs.15 crores. It is stated that, by way of said notice, the Petitioner suggested name of Sole Arbitrator and requested the Respondent to provide its consent to the said appointment. The Respondent opposed the appointment of Sole Arbitrator. It is stated that the Petitioner, thereafter, suggested for an alternate arbitration centre to have the disputes submitted to arbitration before Delhi International Arbitration Centre (“DIAC”). The Respondent, by way of the letter dated 17.10.2025 refused to agree for submitting disputes to arbitration before DIAC and insisted that the disputes be arbitrated before the Indian Council of Arbitration (“ICA”).

3. The Petitioner, thereafter, has approached this Court by filing the present petition seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties.

4. Issue notice.

5. Mr. Rohit Kumar, learned Counsel, accepts notice on behalf of the Respondent.

6. Section 9.9 of the Master Services Agreement dated 24.03.2023, which is an arbitration clause, reads as under:

“Section 9.9 Dispute Resolution: In the event of a dispute between the Parties related to this Agreement, the Parties shall in good faith seek to amicably resolve such dispute before availing themselves of any actions, proceedings or remedies under the governing law and if the same is not resolved then, the dispute will be referred to the sole arbitrator, duly appointed by Hathway. The proceedings held by the arbitrator will



be in English and will be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 as amended, the place of arbitration will be at Mumbai or Delhi only. The award of the arbitrator shall be final and binding on the parties.”

7. The arbitration clause indicates that the Petitioner/Hathway would appoint the Arbitrator, however, the same is no longer permissible now in view of the judgment passed by the Apex Court in Perkins Eastman Architects DPC & Anr. v. HSCC (India) Limited, (2020) 20 SCC 760.
8. This Court is inclined to refer the dispute to arbitration before the Delhi International Arbitration Centre (DIAC).
9. In view of the fact that disputes have arisen between the parties and the Master Services Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.
10. Accordingly, Justice Mukta Gupta, Former Judge of this Court, (Mob. No.9650788600) is appointed as the Arbitrator to adjudicate upon the disputes between the Parties.
11. 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.
12. 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.
13. 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.

14. 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.

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

SUBRAMONIUM PRASAD, J

NOVEMBER 14, 2025

S. Zakir