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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 419/2026, I.A. 6515/2026**
PRO-INTERACTIVE SERVICES (INDIA) PRIVATE LIMITED

.....Petitioner

Through: Mr. Ruchin Midha, Advocate.

versus

SAJM BRAND HUB PVT. LTDRespondent
Through: Mr. Dev Rishi, Advocate.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
04.05.2026

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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 between the parties under a Contract bearing reference no. Pro/Facility Services/2022 executed between the Petitioner and the Respondent in May, 2022 (*hereinafter referred to as 'the Contract'*).

2. It is stated that under the Contract, the Petitioner agreed to provide security and facility services by employing its personnel/employees at the facilities as identified by Respondent at different locations. Disputes arose between the parties regarding the nature and manner of the service provided by the Respondent to the Petitioner. It is stated that on 17.05.2023, the Petitioner demanded a sum of Rs.17,55,597/- from the Respondent for the services rendered and also protested against the alleged deductions made by



the Respondent.

3. Part X of the Contract contains an arbitration clause by which the parties have decided to get their disputes adjudicated through arbitration.

4. It is stated that since the Respondent failed to honour its commitments, a notice under Section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration was sent to the Respondent on 09.07.2025 informing that the Petitioner has appointed an Arbitrator, who is a former Judge of the Uttarakhand High Court, and called upon the Respondent to communicate its confirmation regarding the said appointment. It is stated that the Respondent has not responded to the said notice and, therefore, the present petition has been filed by the Petitioner seeking appointment of an Arbitrator.

5. Notice in the present Petition was issued on 16.03.2026. Learned Counsel appearing for the Respondent states that he has no objections to the present Petition.

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

7. Accordingly, Mr. Anand Venkataramani, Advocate (Mob. No. 9999791427) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

8. 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.

9. 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.

10. 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.

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

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

SUBRAMONIUM PRASAD, J

MAY 4, 2026

Rahul