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

+ ARB.P. 490/2026

BLUE OKTOPUS COMMUNICATIONS PRIVATE
LIMITED

.....Petitioner

Through: Mr. Aarya Shekhar, Adv. (Through
VC)

versus

BHUMIKA ENTERPRISES PRIVATE LIMITEDRespondent

Through: None

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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20.04.2026

1. None appears for the respondent despite service.
2. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of an Arbitrator for adjudication of disputes between the parties, arising out of the Work Order dated 28th October, 2020.
3. Learned counsel for the petitioner submits that the respondent by way of the said Work Order, had appointed the petitioner as an advertising agency, as per which, the respondent was to pay retainer amount of Rs. 100,000/- per month exclusive of GST@ 18%.
4. He submits that despite the Work Order only being for a period of 12 months, the petitioner continued to provide service to the respondent. However, by way of Email dated 21st January, 2023, the respondent terminated the Work Order, effective from 31st January, 2023.
5. He further submits that pursuant to the termination, the petitioner shared the outstanding dues of amounting to Rs. 8,12,078/-, with the



respondent. However, disputes arose, as despite follow ups with the respondent, the said dues were not being cleared by the respondent.

6. Learned counsel for the petitioner submits that due to the non-payment, the petitioner issued a Legal Notice dated 24th December, 2025, under Section 21 of the Arbitration Act, invoking arbitration as per the terms of the Work Order, which was duly received by the respondent. However, no response was made by the respondent towards the same.

7. Attention of this Court has been drawn to the proof of service, wherein, the Notice under Section 21 of the Arbitration Act has been received by the respondent.

8. At this stage, the attention of this Court is brought to the Work Order dated 28th October, 2020, which contains an Arbitration Clause, i.e., Clause 15, which reads as under:

“xxx xxx xxx

15. Arbitration & Dispute Resolution: Dispute Resolution: All disputes arising out of this Work Order shall be referred to a sole arbitrator who shall be retired judge of any Court in India and the same shall be appointed by BEPL alone in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments or modifications thereof (“Arbitration Act”). With respect to such arbitration the following provisions shall apply:

- (i) The arbitration proceedings shall be conducted in English.
- (ii) The place of arbitration shall be New Delhi.
- (iii) In respect of matters where a reference to the courts is permitted by the Arbitration Act. The Courts at New Delhi shall have exclusive jurisdiction, and
- (iv) The decision of the arbitrators(s) shall be final and binding on the Parties.

xxx xxx xxx”



9. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates reference of disputes between the parties to a Sole Arbitrator. Further, the courts at New Delhi have jurisdiction.

10. Learned counsel appearing for the petitioner submits that they have a claim of approximately Rs. 14 Lacs.

11. Therefore, this Court is satisfied that there are disputes between the parties and a valid Arbitration Clause, and accordingly the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

12. Accordingly, with the consent of the parties the following directions are issued:

- i. Ms. Mehak Tanwar, Advocate, (Mobile No.: 9711859466) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- iv. It shall be open to the respondent to raise counter-claims, if any, in the arbitration proceedings.
- v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
- vi. The parties shall approach the Arbitrator within two (2) weeks from



today.

13. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

14. The petition is disposed of in the aforesaid terms.

15. The Registry is directed to send a copy of this order to learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

APRIL 20, 2026/KR