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

+ **ARB.P. 653/2026**

VIALOGUE MEDIA PRIVATE LIMITED

.....Petitioner

Through: Mr. Pralabh Bhargava and Ms. Kshitij Singh, Advs.

versus

**WINSPARK INNOVATIONS LEARNING PVT. LTD.
(PLANETSPARK)**

.....Respondent

Through: Mr. Satyam Arora and Mr. Ayush Choubey, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
13.05.2026

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1. This is a petition under Section 11(5) of the Arbitration & Conciliation Act, 1996 [**“the Act”**], for the appointment of an Arbitrator to adjudicate the disputes which have arisen between the parties.
2. Facts of the case as stated in the Petition are that a Master Service Agreement was entered into between the parties on 05.07.2021, followed by an Addendum Agreement [*collectively referred to as the “Agreement”*]. Upon expiry of the initial term in the year 2022, the Agreement was mutually extended between the parties, thereby continuing its validity till the year 2026.
3. It is stated that the Agreement was based on a post-paid invoicing model, whereby the Petitioner provided SMS volume delivery services to the Respondent through a fully lawful and TRAI-DLT compliant routes, and



raised monthly invoices on the basis of authenticated usage generated from the Respondent's own systems.

4. It is stated that disputes have arisen between the parties under the Agreement, which contains an arbitration clause, being Clause 18.2, which states that the venue of arbitration shall be at Delhi. Further, Clause 18.3 of the Agreement states that courts at Delhi will have the jurisdiction to entertain the disputes.

5. Though Clause 18.3 is mentioned in the Petition, the same is missing from the copy of the Agreement, which has been annexed to the Petition. However, since Clause 18.3 as mentioned in the Petition has not been disputed by the Respondent, the same stands admitted by both parties.

6. It is stated that a notice under Section 21 of the Act was issued by the Petitioner on 11.12.2025, which, according to the Petitioner, was duly served on the Respondent. It is stated that despite service, the Respondent has not taken any steps for the appointment of an Arbitrator, leading to the filing of the present Petition.

7. Notice in the present Petition was issued on 15.04.2026. Mr. Satyam Arora, learned Counsel enters appearance on behalf of the Respondent. Therefore, service is complete.

8. A perusal of the arbitration clause under the Agreement as well as the documents on record indicates that disputes have arisen between the parties under the Agreement.

9. Accordingly, Ms. Mehak Nakra, Advocate, (Mob No: 9871144582) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

10. The arbitration would take place under the aegis of the Delhi



International Arbitration Centre (DIAC) and would be subject to its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Act within three weeks of entering reference.

12. 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.

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

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

SUBRAMONIUM PRASAD, J

MAY 13, 2026

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