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

+ **ARB.P. 930/2026 & I.A. 14555/2026**

ALT F SPACES PRIVATE LIMITEDPetitioner

Through: **Mr. Saksham Singh, Advocate.**

versus

GLOVIS INDIA PRIVATE LIMITEDRespondent

Through: **Mr. KV Pawan Kumar and Mr. ML Joseph, Advs.**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **26.05.2026**

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.

2. It is the case of the Petitioner that the Respondent approached the Petitioner to avail its services i.e., use of co-working spaces and other ancillary services such as internet connection, data security, asset security and surveillance, firewall, furniture, maintenance, electricity and power back-up, etc. at its premises at Alt f MPD Tower - 2nd Floor MPD Tower, Golf Course Road, Section 43, Gurugram, Haryana, 122002. It is stated that, thereafter, a Customer Agreement dated 26.09.2023 was entered into between the Petitioner and the Respondent. It is stated that subsequent to that, a revised Customer Agreement dated 07.11.2023 was also entered into



between the Petitioner and the Respondent. It is stated that disputes have arisen between the Parties under the said Customer Agreements.

3. Clause 18(i) of the Revised Customer Agreement contains an arbitration clause by which the Parties have decided to get their disputes adjudicated through arbitration in accordance with the Arbitration and Conciliation Act, 1996. Clause (j) of the Revised Customer Agreement specifically indicates that the seat of the arbitration shall be in Delhi.

4. It is stated that since the Respondent failed to honour their commitments, a notice under Section 21 of the Arbitration and Conciliation Act, 1996, invoking arbitration was sent to the Respondent on 10.07.2025 and, thereafter, a further corrigendum notice dated 12.12.2025 was also issued to the Respondent. It is stated that since no reply to the said notice was received from the Respondent, the present Petition has been filed by the Petitioner.

5. Issue notice.

6. Mr. K.V. Pawan Kumar, learned Counsel, accepts notice on behalf of the Respondent.

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

8. Accordingly, Mr. Deeparghya Datta, Advocate (Mob. No: 8910558067) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

9. 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.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

11. 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.

12. 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.

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

SUBRAMONIUM PRASAD, J

MAY 26, 2026

S. Zakir