



\$~2

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

+ **ARB.P. 153/2026**

**PIDGE TECHNOLOGIES PVT LTD**

.....Petitioner

Through: Mr. Asav Rajan and Mr. Akash Saxena, Advs.

versus

**SKYE AIR MOBILITY PRIVATE LIMITED**

.....Respondent

Through: Ms. Rashi Gupta, Advocate.

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

**12.03.2026**

%

1. The present petition has been filed under Section 11(6) 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 the Merchant Services Agreement dated 16.09.2024 (*hereinafter referred to as "Agreement"*).

2. Under the Agreement, the Petitioner agreed to provide its platform to the Respondent, to enable the Respondent to access the details of vendors providing delivery services and the Petitioner was to operate as an e-commerce operator. It is stated that disputes arose between the parties on account of failure on part of the Respondent to clear the outstanding dues against the invoices raised by the Petitioner.

3. Clause 8.1 of the Agreement contains an arbitration clause, which



specifies that the venue of arbitration shall be at Delhi. There is no *contra indicia* which shows that the parties have decided that the seat of the arbitration would be at any other place other than Delhi.

4. A notice under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioner to the Respondent on 08.08.2025 invoking arbitration and claiming a sum of Rs. 6,40,032/-, which according to the Petitioner is due and payable by the Respondent.

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

6. Accordingly, Ms. Shreya Mathur, Advocate (Mob. No.8527080105) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. 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.

8. 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.

9. 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.

10. 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.

11. The petition stands disposed of in the above terms, along with



pending application(s), if any.

**SUBRAMONIUM PRASAD, J**

**MARCH 12, 2026**

*S. Zakir*