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

+ **ARB.P. 154/2026**

PIDGE TECHNOLOGIES PRIVATE LIMITEDPetitioner

Through: Mr. Asav Rajan and Mr. Kashish
Chadha, Advs

Mob: 9910450733

Email: asavrajan@gmail.com

versus

RAVISH DIGITAL TECHNOLOGIES PRIVATE LIMITED

.....Respondent

Through: Mr. Kartik Brundavan, Advocate
(through VC)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

12.02.2026

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1. The present petition has been filed under Section 11(5) read with Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties, arising out of the Master Services Agreement dated 18th February, 2025, executed between the parties.
2. Learned counsel for the petitioner submits that the petitioner is in the business of providing a platform that allows integration between the platform and aggregators for delivery of orders received through the aggregators.
3. As per the Master Services Agreement dated 18th February, 2025, the respondent agreed to provide the service of pickup and delivery of packages to the end customers, to whom the packages were to be delivered as per the



route and address provided through the platform of the petitioner.

4. Further, the respondent was under an obligation to hold all Cash-on-Delivery (“COD”) payments received during deliveries in trust, and remit the same to the petitioner promptly and in full.

5. It is submitted that during the course of its operations, the respondent collected substantial amounts of payments made through COD. The respondent *vide* its email dated 25th June, 2025 sent to the petitioner, acknowledged that the total COD amount collected by the team of respondent was to the tune of Rs. 35,31,158.97/- (Thirty Five Lakhs Thirty One Thousand One Hundred Fifty Eight and Ninety Seven Paise only), out of which, only a partial amount was remitted to the petitioner, and the outstanding amount of Rs. 28,49,152.97/- (Twenty Eight Lakhs Forty Nine Thousand One Hundred Fifty Two and Ninety Seven Paise Only) remains due and payable.

6. Thus, it is submitted that the respondent has wrongfully withheld the COD amount collected by it, and has failed to raise even a single invoice in terms of Clause 2.2 of the Master Services Agreement dated 18th February, 2025.

7. In light of these disputes, the petitioner *vide* Legal Notice dated 06th August, 2025 under Section 21 of the Arbitration Act, invoked arbitration under Clause 7 of the Master Services Agreement. By way of the said Legal Notice dated 06th August, 2025, the petitioner also terminated the Master Services Agreement, and called upon the respondent to pay the outstanding balance amount of Rs. 28,49,152.97/-.

8. It is further submitted that the respondent, by way of reply dated 20th August, 2025 to the Legal Notice dated 06th August, 2025, acceded to the



request of the petitioner for settlement of dispute through arbitration, however, did not agree to appointment of the nominees suggested by the petitioner as Arbitrator.

9. At this stage, learned counsel appearing for the respondent submits that he has filed his *Vakalatnama*, and that he has no objection if an Arbitrator is appointed for adjudication of disputes between the parties.

10. Considering the submissions made by the counsels for the parties, this Court notes that there is an Arbitration Clause, i.e., Clause 7 in the Master Services Agreement between the parties, which is reproduced as under:

“xxx xxx xxx

7. DISPUTE RESOLUTION & JURISDICTION:

7.1 The Parties may move to resolve the dispute by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

7.2 The courts of Delhi shall have the exclusive jurisdiction in respect of any matter or dispute connected with this Agreement.

xxx xxx xxx”

11. After perusal of the aforesaid Arbitration Clause, this Court is satisfied that there is a valid Arbitration Agreement between the parties and that this Court has jurisdiction to appoint an Arbitrator for adjudication of disputes between the parties.

12. Thus, there are disputes between the parties, as the petitioner has raised a claim of Rs. 28,49,152.97/- against the respondent, which need to be adjudicated by way of arbitral proceedings.

13. Accordingly, the following directions are issued:

- i. Ms. Sakshi Popli, Advocate, (Mobile No.:9811222660) 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 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 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.
14. The present petition is disposed of in the aforesaid terms.
15. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

FEBRUARY 12, 2026/ak