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

\# **CNR No. DLHC010474512026**

\+ ARB.P. 1775/2026 & I.A. 27296/2026

JEEVES CONSUMER SERVICES PRIVATE LIMITED

.....Petitioner

Through: Mr. Ganesh Khanna and Mr. Khushi, Advs.

versus

STREAMBOX MEDIA PRIVATE LIMITED .....Respondent

Through: None.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 03.11.2026

1. On the last date of hearing, notice was issued to the Respondents and the Respondents were asked to file reply to the present petition. However, the same has not been filed.

2. On a perusal of the affidavit of service filed it appears that the notice has been duly served on the Respondents.

3. Despite the opportunity so granted, none appears on behalf of the Respondents. Respondents have also failed to file any reply to the present petition.

4. In view thereof and considering that the Respondents have chosen not to participate in the present proceedings, despite sufficient service, this Court finds no impediment in proceeding to consider the appointment of a Sole Arbitrator.

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Signed By:ANUBHAV TRIPATHI
Signing Date:05.11.2026 17:06:39

5. The tracking details placed on record establishes that the Respondents have been duly served. The proof of service as reflected from the tracking details is as follows:-

Case No. ARB.P.-1464/2026

M/S VARUN GUPTA AND CO. Vs GOVT. OF NCT OF DELHI AND ANR.

Docket Details:

Docket ID: 12630776 **For NDOH:** 23-09-2026

Process Server: PAWAN YADAV

Date of Marking: 16-09-2026

Addressee Name: RESPONDENTS THRU STANDING COUNSEL

Area: HIGH COURT OF DELHI

Visit No.	Date	Result	Remarks
1	16-09-2026 04:01 PM	SERVED	I Visited At Given Address, Where I Met With Mr. Naveen Staff Of Standing Counsel (Civil) Of GNCTD. He Received The Notice With Copy On Behalf Of Standing Counsel (Civil) GNCTD.

PAWAN YADAV (93271292)
PROCESS SERVER

6. The service agreement contains an arbitration Clause under 11, which is reproduced hereinbelow:

"11. Dispute Resolution; Governing Law; Jurisdiction

11.1 Dispute Resolution

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement (whether before or after the termination or breach of this Agreement) the concerned representatives of the Parties shall promptly and in good faith negotiate with a view to an amicable resolution and settlement of the dispute
In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days, such dispute or difference shall be referred to a sole arbitrator mutually appointed by the Parties or, upon the failure of the Parties to agree upon a sole arbitrator, within a period of 10 (ten) days, each Party shall appoint one

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arbitrator each and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereof. The arbitration proceedings shall be held at Delhi.
The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings. Notwithstanding anything contained herein, the Parties shall have a right to institute legal proceedings to prevent any continuing breach of the provisions of this Agreement to seek an injunctive or any other specific relief."

7. It is well settled that, while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the prima facie existence of an arbitration agreement.

8. In the present case, this Court is of the view that a valid and binding agreement exists between the parties.

9. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator to adjudicate the disputes between the parties.

10. Accordingly, Mr. Rajeev Kumar Garg, Advocate, (Mob. No. 9815610806) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.

11. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within two weeks of entering reference.

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12. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre ("DIAC"). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

13. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

14. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11 of the Act. The learned Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

15. The Registry is directed to send a receipt of this order to Mr. Rajeev Kumar Garg, learned Arbitrator through all permissible modes including email.

16. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

NOVEMBER 3, 2026/at

Signature Not Verified
Signed By:ANUBHAV TRIPATHI
Signing Date:05.11.2026 17:06:39