



2026:DHC:2958



2026:DHC:2958

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

Date of decision: 08th APRIL, 2026

IN THE MATTER OF:

+ **ARB.P. 390/2026**

PIDGE TECHNOLOGIES PVT LTDPetitioner

Through: Mr. Asav Rajan, Mr. Ajay Sharma,
Mr. Aditya Shah, Advocate (s)

versus

SLIKSYNC TECHNOLOGIES PVT LTDRespondent

Through: Mr. Samudra Sarangi, Ms. Shruti
Raina, Ms. Saloni Jain, Ms. Yoshita
Sood, Mr. Abhishek Purohit,
Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

1. The instant Petition has been filed under Section 11(5) read with Section 11(6) of the Arbitration and Conciliation Act, 1996, by the Petitioner against the Respondent seeking an appointment of a sole arbitrator for the adjudication of disputes arising out of a Merchant Services Agreement dated 18.09.2024 ('Agreement') executed between the parties.
2. The Petitioner is a company having its registered office at 55, 2nd Floor, Lane 2, Westend Marg, Saidullajab, Near Saket Metro Station, New Delhi – 110030. The Petitioner company is engaged in the business of providing logistic support services to its clients through third party technology enabled logistics platforms.



2026:DHC:2958



2026:DHC:2958

3. The Respondent is a company having its registered office at H-129, Beta-2, Greater Noida I.A. Surajpur, Gautam Buddha Nagar, Dadri, Uttar Pradesh – 201306. The Respondent Company is engaged in the business of selling fashion and apparel products and related services.
4. Material on record discloses that under the Agreement, the Petitioner, a logistics platform operator and service provider, engaged the Respondent to provide manpower through delivery partners/riders for its services.
5. It is stated that the Respondent was contractually obligated to provide accurate data, including rider information and cash on delivery payment details, to facilitate operations and payments.
6. It is stated that the Respondent consistently failed to meet its contractual obligations in providing the correct data sets and rider information.
7. On 10.10.2025, the Petitioner specifically raised concerns through email demonstrating incorrect information provided by the Respondent to the Petitioner regarding discrepancies with respect to missing hub-wise bifurcation, non-reflection of rider orders, etc. Further issues were conveyed by the Petitioner to the Respondent *vide* emails dated 17.10.2025, and 19.11.2025.
8. It is stated that due to Respondent's operational lapses and lack of due diligence, there were significant disruptions, including delays in salary payments to riders, which resulted in a strike by riders.
9. It is stated that despite these issues the Petitioner continued to provide its services, resulting in an outstanding amount of Rs. 2,09,81,622/- for the months of September, October, and November 2025. The Petitioner sent a legal notice dated 05.12.2025 and requested the Respondent to clear all



2026:DHC:2958



2026:DHC:2958

outstanding dues of the Petitioner within seven days of receipt of the communication. It is stated that the Respondent instead of clearing the said dues, issued a legal notice dated 23.12.2025, raising false allegations regarding operational difficulties and GMV losses, which the Petitioner has denied through a notice dated 19.01.2026.

10. Through the said notice dated 19.01.2026, the Petitioner replied to the Respondent's allegations and reiterated its demand for the outstanding payment and invoked arbitration under clause 8 of the Agreement. The Respondent then issued reply to the said notice on 05.03.2026. The Respondent claimed Rs. 4,50,00,000/- for losses suffered due to the Petitioner's actions and an additional amount of Rs. 8,00,000/- collected as delivery payments by the Petitioner.

11. The Petitioner has therefore approached this Court seeking appointment of a sole arbitrator to adjudicate the disputes arising from the non-payment of its invoices and the breaches of the Agreement by the Respondent.

12. Material on record indicates that Clause 8 of the Agreement is the arbitration clause. The relevant extract of the arbitration clause is as follows:

“8. DISPUTE RESOLUTION & JURISDICTION:

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



2026:DHC:2958



2026:DHC:2958

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

13. It is the case of the Petitioner that this Court has jurisdiction to appoint an arbitrator as the Agreement provides that the Courts in Delhi shall have exclusive jurisdiction which is applicable in context of arbitration. The Counsel for the Petitioner relies on M/S Activitas Management Advisor Private Limited v. Mind Plus Healthcare Private Limited, **2025 SCC OnLine 3069**.

14. *Per contra*, the Counsel for the Respondent states that in the absence of a designated seat or venue, parties cannot confer jurisdiction on a court through an exclusive jurisdiction clause, especially when no cause of action has arisen within the territorial jurisdiction of the designating court. The Counsel for the Respondent relies on Aryan Infracreight Limited. v. Signature Global India, **2025 SCCOnLine Del 8497**, Aarka Sports Management Pvt. Ltd. v. Kalsi BuildconPvt. Ltd., **2020 SCC OnLine Del 2077** and Kings Chariot v. Tarun Wadhwa, **2024 SCC OnLine Del 4039**.

15. The principal issue that arises for consideration is whether this Court can exercise jurisdiction to appoint an arbitrator in a situation where the arbitration clause does not specify a seat or venue but stipulates that courts at a particular place shall have exclusive jurisdiction.

16. A perusal of Clause 8 of the Agreement reveals that the parties have agreed to resolve disputes through arbitration and have further stipulated that Courts at New Delhi shall have exclusive jurisdiction in respect of disputes arising out of the Agreement.



2026:DHC:2958



2026:DHC:2958

17. The Apex Court, in M/S Activitas Management Advisor Private Limited v. Mind Plus Healthcare Private Limited, **2025 SCC OnLine 3069**, has held that where an exclusive jurisdiction clause is provided in the context of dispute resolution through arbitration, the same must be construed as indicative of the seat of arbitration. The relevant extract of the judgment is as follows:

“3. Appellant, a management consultancy firm was engaged by the respondent. The agreement that the appellant and the respondent have entered into on 09.07.2023 has an arbitration clause and it also provides that “client hereby submits to the exclusive jurisdiction of the Mumbai High Courts located in Mumbai in connection with any dispute related to this letter or any of the matters contemplated thereby”. Clause 10 of the Agreement is as under:

“10. Governing Law-This Letter shall be governed by and construed in accordance with Indian Law. Client hereby submits the exclusive jurisdiction of the Mumbai High Courts located in Mumbai in connection with any dispute related to this letter or any of the matters contemplated hereby. In case, any dispute arises between the parties with respect to above-mentioned agreement. Parties hereby agree to appoint sole Arbitrator by consent of either parties as per section 11 of Arbitration and Conciliation Act, 1996, and can amicably resolve their dispute as per the procedure laid down in Arbitration and Conciliation Act, 1996 before approaching appropriate court for the same.”

7. In Brahmani River Pellets Ltd. v. Kamachi Industries Ltd.1, this Court observed that:



2026:DHC:2958



2026:DHC:2958

“18. Where the contract specifies the jurisdiction of the court at a particular place, only such court will have the jurisdiction to deal with the matter and parties intended to exclude all other courts...

19... Since only the Orissa High Court will have the jurisdiction to entertain the petition filed under Section 11(6) of the Act, the impugned order is liable to be set aside.”

8. Though clause 10 does not use the expression ‘seat’ or ‘venue’, we are of the opinion that the ‘jurisdiction’ is mentioned in the context of resolution of the disputes through arbitration and as such the agreement between the parties that, “client hereby submits to the exclusive jurisdiction of the Mumbai High Courts located in Mumbai” must be understood in the context of arbitration and therefore the seat of the arbitration must be taken to be Mumbai.”

18. In the opinion of this Court, the facts of the present case are squarely covered by the aforesaid judgment, as the exclusive jurisdiction of Courts at New Delhi has been agreed upon by the parties in the context of arbitration proceedings.

19. Accordingly, this Court holds that it has the jurisdiction to entertain the present Petition and appoint an arbitrator. In view of the above, this Court is inclined to appoint a Sole Arbitrator to adjudicate the disputes arising between the parties.

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

21. However, it is open for the Respondent to raise the issue of



2026:DHC:2958



2026:DHC:2958

arbitrability of the present disputes before the learned Arbitrator by filing an appropriate application for the same.

22. Accordingly, Ms. Varuna Bhandari Gugnani, Advocate, (Mob No: 9810400605) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

23. 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.

24. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

25. 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.

26. Needless to say, nothing in this order shall be construed as an expression on the merits.

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

SUBRAMONIUM PRASAD, J

APRIL 08, 2026

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