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

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Date of decision: 15.12.2021

+ ARB.P. 1074/2021

SRL LIMITED

..... Petitioner

Through Mr.Ajay Uppal, Adv.

versus

SARASVATI DEVI & ANR.

.....Respondents

Through None.

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

1. The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of sole Arbitrator to adjudicate the disputes with respondents.
2. As per the averments made by petitioner, petitioner is a company duly incorporated under the Company Act, 1956 and is engaged inter-alia, in providing pathological services.
3. According to the petitioner, respondents approached the petitioner for providing pathological services and an agreement was executed between the parties on 19.03.2018 wherein it was mutually agreed that respondents shall carry out pathology services etc. under the monitoring of the petitioner. However, the respondents failed to adhere the terms and conditions of the

payment specified in the abovementioned agreement and thus defaulted and neglected to remit the invoiced amount to the petitioner.

4. Learned counsel for the petitioner further contended that the respondents committed the breach of the terms of the agreement and as on 18.08.2020, respondents were liable to pay an amount of Rs.3,92,377.11/- along with future interest.

5. Accordingly, petitioner was constrained to terminate the agreement vide demand notice dated 31.08.2020 and thereafter in terms of the Agreement dated 19.03.2018 invoked arbitration on 24.09.2021. Hence, the present petition has been filed.

6. Respondent no.1, Sarasvati Devi, is the proprietor of respondent no.2, Cure Pathology, however, none has appeared on behalf of both the respondents.

7. As per office report from Registry, service report qua notice to respondents through ordinary, dasti, courier, email, fax and Whatsapp is awaited. Further, as per the office report from the Registry, notice sent to respondent no.1 through the Speed post returned unserved with the remarks "*refused to accept*" and notice sent to respondent no.2 through Speed post returned unserved with the remarks "*addressee has shifted*".

8. As per the affidavit of service filed by petitioner, service upon respondents have been effected through email as the same is evident from Document A which is annexed with the affidavit of service filed by learned counsel for the petitioner. However, considering the aforesaid facts, it can be said that respondents are deemed to be served, but despite that, respondents have preferred not to appear before this Court. It seems that respondents have nothing to oppose in the present petition.

9. In view of the above, the present petition is allowed. Accordingly, **Mr. R.S. Rathi, Advocate (Mobile: 9810868733)** is appointed sole Arbitrator in this petition to adjudicate the dispute between the parties.

10. The fee of the learned Arbitrator shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

11. The learned Arbitrator shall ensure compliance of Section 12 of Arbitration and Conciliation Act, 1996 before commencing the arbitration.

12. The present petition stands disposed of.

13. A copy of this order be sent to the learned Arbitrator for information.

(SURESH KUMAR KAIT)
JUDGE

DECEMBER 15, 2021/ab