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

+ **ARB.P. 437/2023**

CITY X RAY AND SCAN CLINIC PVT. LTD. Petitioner

Through: **Mr. Manish Malhotra, Advocate.**

versus

MATA ROOP RANI MAGGO HOSPITAL PVT. LTD

..... Respondent

Through: **Mr. Gaurav Sahdev, Advocate via
video-conferencing.**

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

12.02.2024

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By way of the present petition under section 11 of the Arbitration & Conciliation Act 1996 ('A&C Act'), the petitioner seeks appointment of a Sole Arbitrator to adjudicate upon the disputes that are stated to have arisen with the respondents from Memorandum of Understanding dated 10.02.2017 ('MoU').

2. Mr. Manish Malhotra, learned counsel for the petitioner has drawn the attention of this court to clause 11 of the MoU which comprises the arbitration agreement; and contemplates reference of disputes between the parties to arbitration in accordance with the A&C Act; with the arbitration proceedings to be conducted at New Delhi; also subjecting the contract between the parties to the jurisdiction of competent courts at Delhi.



3. As per the record, the petitioner invoked arbitration *vide* Notice dated 16.02.2023, to which the respondent has not sent any reply.
4. Notice on this petition was issued on 20.04.2023. Though the respondent has filed reply dated 02.06.2023 opposing the present petition, after making some brief submissions, Mr. Gaurav Sahdev, learned counsel appearing for the respondent submits that they have no objection if a Sole Arbitrator is appointed to adjudicate upon the disputes arising between the parties, leaving all rights and contentions of the parties open.
5. Upon a conspectus of the averments contained in the petition, the stand taken by the respondents, and the submissions made, this court is satisfied that there is a valid and subsisting arbitration agreement between the parties; that this court has territorial jurisdiction to entertain and decide the present petition; and also that the disputes that are stated to have arisen between the parties, as set-out *inter-alia* in invocation notice dated 16.02.2023, do not appear *ex-facie* to be non-arbitrable.
6. In view of the above, at this stage, learned counsel for the parties jointly request that this court may appoint an arbitrator; and then refer the matter for arbitration under the aegis of the Delhi International Arbitration Centre, New Delhi ('DIAC'), keeping all their respective factual and legal contentions open.
7. Accordingly, the present petition is allowed and **Mr. Akshay Sehgal, Advocate (Cellphone No.: +919899579000)** is appointed as the learned Sole Arbitrator to adjudicate upon the disputes between the parties; with arbitration proceedings to be conducted under the aegis



of the DIAC, in accordance with applicable rules.

8. The learned Sole Arbitrator would furnish to the parties requisite disclosures as required under section 12 of the A&C Act; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.
9. The learned Arbitrator shall then proceed with the arbitral proceedings in accordance with the rules and regulations of DIAC and subject to arbitrator's fee and arbitration costs, as may be applicable.
10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Sole Arbitrator on merits, in accordance with law.
11. A copy of this order be communicated *forthwith* to the Co-ordinator, DIAC, for information and compliance.
12. A copy of this order be sent by e-mail to the learned Sole Arbitrator, as also to learned counsel for the parties.
13. The petition stands disposed-of in the above terms.
14. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

FEBRUARY 12, 2024

V.Rawat