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

+ **ARB.P. 1085/2023**

AGILUS DIAGNOSTICS LIMITED Petitioner

Through: **Mr.Ajay Uppal, advocate**

versus

RAJENDRA KUMAR MISHRA

..... Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

17.05.2024

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Report from the mediation centre has been received. As per report, the parties could not reach on any settlement. It is pertinent to mention that the matter was referred to mediation at the request of learned counsel for the respondent.

Facts in brief are that the Respondent approached the Petitioner Company, for providing Pathology services and other services and it was assured by the respondent that they have the necessary approvals from the relevant authorities to run the Pathology Center with sufficient infrastructure and qualified Pathologists. It was mutually agreed that the respondent shall carry out the Pathology services etc. under the mentoring/monitoring of the petitioner. The parties entered into an agreement dated 01.04.2010 between the parties which was renewed on 01.04.2012.



The case of the petitioner is that the Respondent defaulted and neglected to remit the invoiced amount to the petitioner and committed the breach of the terms of the said agreement. The petitioner, therefore, served a notice dated 13.04.2023 for demand of an outstanding amount of Rs.10,01,026.29/- (Rupees Ten Lakhs One Thousand Twenty-Six & Paise Twenty-Nine Only). The arbitration was invoked vide notice dated 05.08.2023.

In view of the fact that the agreement between the parties contains the arbitration clause with the jurisdiction at Delhi and there exist an arbitrable dispute; the present petition is disposed of with the following directions:

- i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
- ii) Mr.Vijay Kasana, Advocate (Mobile No.9873416665) is appointed as a sole arbitrator to adjudicate the disputes between the parties.
- iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of fee rules of the DIAC schedule or as the parties may agree.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, 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 learned arbitrator within two weeks from today.

The petition is disposed of in the above terms.

DINESH KUMAR SHARMA, J

MAY 17, 2024

rb /aj