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

% ***Date of decision: 07th February, 2024***

+ **ARB.P. 1167/2023**

DR LALCHANDANI LABS LIMITED

..... Petitioner

Through: **Mr. Zia UI Islam, Advocate.**

versus

HOPEBERRY DIAGNOSTICS AND HEALTHCARE LLP & ORS.

..... Respondents

Through:

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T (oral)

1. Learned counsel appearing on behalf of the petitioner submits that he has not been supplied with the copy of the petition and he needs to ensure that there is a valid Arbitration Agreement between the parties. The copy of the same be supplied today itself.
2. Be listed at 2:30 PM.
3. At 2:30 PM none has appeared on behalf of the respondents.
4. The present Petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 has been filed on behalf of the petitioner seeking appointment of a Sole Arbitrator for adjudication of disputes having arisen between the parties in respect of the Agreement dated 04.07.2019 for medical laboratory and diagnostic services.
5. It is submitted that an amount of Rs. 11,59,642/- due against the respondents, who failed to settle the said amount despite repeated reminders and requests. Thereafter, the petitioner vide Notice dated 18.07.2022



invoked the arbitration and proposed a panel of two arbitrators for the respondents to choose from.

6. It is further submitted that the respondent has not replied to the Notice dated 18.07.2022 till date and thus the present Petition has been filed seeking for the appointment of a Sole Arbitrator.

7. **Submissions heard.**

8. The Arbitration Clause under the Agreement dated 04.07.2019 reads as under:

"DISPUTE RESOLUTION CLAUSE

*In the event of disputes differences or controversies between the parties arising out of this agreement or any matter incidental thereto during its tenure or after completion the same shall be resolved by mutual discussion and negotiations, failing which such disputes differences or controversies shall be referred to arbitration to be conducted by an independent arbitrator appointed by mutual consent of the parties. **The arbitrator so appointed shall act as the Sole Arbitrator and the arbitration proceeding shall be conducted as per the Arbitration and Conciliation Act 1996 as amended from time to time.** The award made in pursuance of the arbitration proceedings shall be final and binding on both the parties. The venue of the arbitration shall be Greater Kailash Part 1 New Delhi,' and arbitration proceeding shall be conducted in English language. The cost of arbitration shall be born in equal halves by both the Parties. "*

In view of the submissions made, the petitioner has raised arbitrable disputes and there being a valid Arbitration Clause between the parties, the present petition is allowed. The petition is referred to the Delhi International Arbitration Centre (DIAC) which shall appoint an Arbitrator from the panel



for adjudication of disputes.

9. The appointment of the Arbitrator shall be governed by the rules framed by the DIAC including the fees and the disclosure to be made by the learned Arbitrator in conformity of Section 12 of the Arbitration and Conciliation Act, 1996.

10. The petition is disposed of.

11. Let a copy of this order be sent to the Co-ordinator, DIAC.

(NEENA BANSAL KRISHNA)
JUDGE

FEBRUARY 7, 2024/PT