
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO. 248 OF 2025

Wockhardt Hospitals Limited ...Petitioner

Versus

eExpedise Healthcare Pvt Ltd ...Respondent

Mr. Vishal Maheshwai, a/w Kamini Pansare & Shrishty Punjabi,
i/b VM Legal, for the Petitioner.

None for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 24, 2025

ORDER :

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (“***the Act***”) seeking certain reliefs in connection with disputes and differences relating to an agreement dated November 16, 2022. Learned Counsel for the Petitioner submits that by the said agreement, the Respondent was to refer patients to the Petitioner’s hospital, in consideration of which a sum of 20% of the amounts earned from such referral patients would be payable by the Petitioner in terms of the process flow set out in Appendix 1 to the said agreement.

2. The Petitioner was to raise monthly invoices on the Respondent for successful completion on the services rendered in the preceding month within the 15th day of each month. Such invoices were required to be paid by the Respondent within 15 days of the invoice being raised.

3. It is seen from the record that pursuant to a recovery notice dated August 20, 2024, the Respondent has replied on August 30, 2024, acknowledging the amounts due and confirming that the bills raised would be paid and making a commitment to clear all the bills. However, although some payments have been made from time to time as of today, the Petitioner contends that the total outstanding amount remains at Rs.41.83 lakhs.

4. Toward this end, the Learned Counsel for the Petitioner submits that interlocutory reliefs to preserve the subject matter of the arbitration agreement would be necessitated and prays for relief in terms of prayer clause (a) and (b). Prayer clause (a) essentially entails an injunction restraining the Respondent from disposing of or alienating any and every asset, investment or funds held in any bank account held by the Respondent. Considering that the exchange of

correspondence took place way back in August 2024, and there are payments that have been made in the interregnum, and no invocation of arbitration has been effected till date, in my opinion, this would be an extreme relief to be granted at the very first instance on an *ex parte* basis. Instead, relief in terms of prayer clause (b) is hereby granted. The Respondent is given a last chance to enter appearance and present its say. Further reliefs may be considered on the next occasion.

5. This order shall be served by the Advocates for the Petitioner on the Respondent intimating the next date of hearing for July 8, 2025. Stand over to July 8, 2025.

6. Learned Counsel for the Petitioner undertakes to invoke the arbitration before the next date and provide tangible proof of the same. One of the conditions precedent to the grant of relief under Section 9 is the Court's satisfaction that there is a manifest intent to arbitrate. The absence of the manifest intent to proceed to arbitration would mean that this jurisdiction cannot be invoked. The Petitioner undertakes to file an application under Section 11 at the earliest.

7. With the aforesaid observations stand over to ***July 8, 2025***.

8. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]