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

+ **ARB.P. 686/2025**

M/S REDCLIFFE LIFETECH PVT. LTD.Petitioner

Through: Mr. Jay Singh, Advocate.

versus

SHAILESH HEALTHCARE & ANR.Respondents

Through: None.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER
25.09.2025**

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I.A. 10992/2025

1. This application is filed by the Petitioner under Section 151 CPC for condonation of delay of 06 days in re-filing the petition.
2. For the reasons stated in the application, the same is allowed. Delay of 06 days in re-filing the petition is condoned.
3. Application stands disposed of.

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4. This petition is filed by the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') read with Section 151 CPC seeking appointment of a Sole Arbitrator.
5. It is the case of the Petitioner that Respondent No.2, Authorised Representative of Respondent No.1 approached the Petitioner for running and operating a pathological lab and after deliberations, a registered Laboratory Service Agreement was executed between the parties on



22.05.2023. However, Respondents committed breach of Clause 3.8 of the agreement and Petitioner issued termination notice on 26.03.2024. On the asking of the Respondents, Petitioner sent an e-mail on 22.04.2024 detailing the outstanding dues towards the Respondents after termination and also processed the payment for a sum of Rs.1,74,950/- on 23.04.2025. However, Respondents demanded more money, which was not due and disputes having arisen, Petitioner sent notice invoking arbitration on 23.10.2024 under arbitration clause 11.2 of the agreement. Respondents responded vide reply dated 26.11.2024 denying the signatures and stating that the arbitration agreement was not enforceable.

6. Notices were issued to the Respondents on 02.05.2025, returnable on 03.07.2025. None appeared for the Respondents on 03.07.2025 and fresh notices were issued for 18.08.2025. Notices could not be issued for want of process fee and hence, on 18.08.2025 fresh notices were issued, returnable for today.

7. As per affidavit of service dated 23.09.2025 filed by the Petitioner, Respondents have been served through electronic mode on E-mail IDs on which parties have earlier exchanged correspondence as also through speed post. Tracking report has been filed which shows that Respondents have been served through speed post. Matter has been called twice. There is no appearance on behalf of the Respondents and accordingly, they are set *ex parte*.

8. Disputes between the parties emanate from a registered Laboratory Testing Agreement dated 22.05.2023, which incorporates arbitration clause 11.2. The clause is extracted hereunder for ready reference:-



“11.2 In case of any difference or dispute arises between the Parties herein, the Parties shall hold mutual discussions to resolve such difference and/or dispute in an amicable manner for the best interests of both the Parties. The Parties shall try to resolve the difference and/ or dispute within 30 days or such extended time as may be agreed between the Parties. In case, any difference and/ or dispute could not be resolved through mutual discussion then such difference and/or dispute between the Parties shall be referred to the sole Arbitrator appointed by both the Parties in accordance with the Indian Arbitration and Conciliation Act, 1996. The Seat/venue of the arbitration shall be New Delhi and the language to be used in the arbitral proceedings shall be English. The award of the arbitration shall be final and binding between the Parties.”

9. Since the agreement in question contains an arbitration agreement which envisages reference of disputes and differences arising from the agreement to arbitration, this Court finds no impediment in appointing a Sole Arbitrator. Accordingly, Mr. Anirudh Bhat, Advocate (Mobile No. 9999902949) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.
10. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
11. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties are left open.
12. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 25, 2025/RW