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

+ **ARB.P. 713/2025**

SOMPS HEALTHCARE LLP

.....Petitioner

Through: Mr. Nikhil Malhotra and Mr. Prateek
Solanki, Advs.

versus

MAHA DURGA CHARITABLE TRUST & ORS.Respondents

Through: Mr. Lakshya Laroia, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **24.09.2025**

1. This is a petition filed under Section 11(6)(a) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The parties entered into a Memorandum of Understanding ('**MoU**') dated 24.04.2019 under which the petitioner was to set up and operate the Nephrology and Dialysis Department within the MD City Hospital.
3. The said MOU contains an arbitration clause being Clause No.7, which reads as under:

“(7) Dispute Resolution

This Agreement shall be governed by the laws of India with the exclusive jurisdiction of the courts in Delhi. And disagreement arising from the interpretation and/or the performance of this Agreement which cannot be settled amicably shall be submitted to arbitration to be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 by a single arbitrator



chosen by the Parties mutually. The award of the arbitrator/s shall be final and binding on both the Parties. The Arbitrator shall be held in Delhi and the language shall be English.”

4. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 25.02.2025, and thereafter filed the present petition.

5. Mr. Malhotra, learned counsel for the petitioner, has drawn my attention to the Securitization application before the DRT Delhi, filed by respondent Nos. 1 and 2, wherein the e-mail ID of respondent No. 1 is shown as charitabletrustmahadurga@gmail.com and respondent No. 2 is shown as ashokmakhija@hotmail.com.

6. As per the affidavit of service, respondent Nos. 1 and 2 have been served at the said email IDs, but nobody is appearing on behalf of respondent Nos. 1 and 2.

7. Respondent No. 3 has also been served and is represented by Mr. Laroia, who states that he has filed a reply. However, the same is not on record.

8. On my query regarding the objections in the reply, it is stated by Mr. Laroia, learned counsel for respondent No. 3, that due to the acts of negligence of the petitioner, the respondents have suffered losses so much so that their hospital has been auctioned.

9. Additionally, Mr. Laroia, learned counsel for the respondent No. 3, also draws my attention to Clause No. 2(viii) of the MOU to state that no preventive steps were taken by the petitioner. The said clause reads as under:

“2. Rights and Obligations of Party No. 2

(viii) Any disconnect/dispute between the Parties would be first



referred to governing body of the Hospital and the governing body would take preventive steps in order to maintain the mutual cordial relations between the Parties.”

10. I am of the view that these are issues on the merits of the matter and lie within the exclusive domain of the Arbitrator.

11. Admittedly, the hospital has already been auctioned and there is no governing body.

12. Additionally, there is no response to the legal notice invoking arbitration dated 25.02.2025. Even the reply dated 01.04.2025 by respondent No. 3 shows that there is no mediation possible between the parties.

13. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Kushagra Pandit, Adv. (Mob. No. 9873137839) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
- 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/counter-claims and 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.

JASMEET SINGH, J

SEPTEMBER 24, 2025/DM