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

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ARB.P. 725/2025

VISIT HEALTH PRIVATE LIMITED

.....Petitioner

Through: Mr. Abhimanshu Dhyani, Adv.

versus

GROWTH POND TECHNOLOGY PRIVATE LIMITED & ORS.

.....Respondents

Through:

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

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**11.08.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an arbitrator to adjudicate the disputes between the parties arising out of the Master Service Agreement dated 15.05.2024
2. The said Agreement was executed between the petitioner, the respondent No. 1 company, the respondent Nos. 2 and 3, who are the CEO and the CTO of the respondent No. 1 company, respectively, as well as its co-founders.
3. The said Agreement contains an arbitration clause, being Clause No. 20, which reads as under:

*“20. Disputes: a. If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with or arising out of this Agreement, the dispute shall be resolved through an arbitrator appointed by mutual consent. Growthpond shall*



*not stop performing activities undertaken by it as per this Agreement while a dispute resolution is being carried out.”*

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 27.01.2025 and thereafter, filed the present petition.
5. As per the Service Report, the respondent Nos. 2 and 3 have been served in the ordinary process as well as through email.
6. Despite service, there is nobody appearing on behalf of the respondents today.
7. I am satisfied that there is an arbitration clause and that there are disputes subsisting between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
  - i) Mr. Karan Minocha (Adv.) (Mob. No. 9810774074) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**AUGUST 11, 2025/sp**