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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 179/2024, I.A. 8639/2025
INNOBUZZ MARKETING SOLUTION PVT LTD & ORS.

.....Petitioners

Through: Ms. Hetu Arora Sethi & Mr. Nirmal Prasad, Advs.

versus

MR VIDUR KAUSHIK & ORS.

.....Respondents

Through: Mr. Dhruv Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

03.04.2025

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1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (*"the Act"*) for seeking interim relief.
2. The brief facts of the case are that the petitioner's directors and respondent Nos. 1 and 2 signed a Term Sheet on 06.10.2021 to start a business for providing medical services, leading to the incorporation of respondent No. 6.
3. It is stated that respondent No. 1 claimed to have developed software for health management programs, for which the petitioners invested Rs. 1 crore. However, the software was never delivered, causing financial and reputational losses to the petitioners. Respondent Nos. 1 and 2 were supposed to handle all projects through respondent No. 6 but failed to do so and did not provide explanations for the delays.
4. The respondents later introduced the petitioner's directors to the respondent No. 4 for a device called NICAS, leading to a distributorship agreement. However, respondent No. 1 did not apply for necessary licenses, resulting in the termination of the agreement



by respondent No. 4.

5. It was later discovered that respondent Nos. 1 and 2 formed a new company, Global Medical Horizon India Pvt. Ltd., and resigned from respondent No. 6, continuing to work with respondent No. 4, which violated their commitments.
6. Hence, the present petition for seeking interim relief.
7. The said Term Sheet contains an arbitration clause, which reads as under:

“Any disputes arising from or in connection with this Agreement, including any disputes relating to the existence, validity, interpretation or valid termination of its provisions shall be exclusively and finally settled by arbitration. The venue of arbitration shall be New Delhi. The award of the arbitration tribunal shall be final and binding on the parties and a judgment thereon may be entered in any court of competent jurisdiction.”

8. With consent of parties, the petitioners and the respondents (except respondent No.4) are referred to the arbitration.
9. The rights and submissions of the petitioners as well as of the respondents to urge all legal grounds and contentions, including the competence of the Arbitral Tribunal, to adjudicate the disputes raised by the petitioners, including jurisdiction, are left open.
10. Learned counsel for the petitioners also states that in order to urge their interim relief, the respondent No.4 is also required to be impleaded as a party.
11. Since the present petition is being referred to the learned arbitral



tribunal and the present petition is to be treated as a Section 17 petition, this issue shall also be decided by the learned arbitral tribunal.

12. For the said reasons, with consent of the parties, the petitioners and the respondent Nos. 1, 2, 3, 5 and 6, are referred to Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the '*DIAC*'), with the following directions:
 - a. Mr. B. B. Gupta, Senior Advocate (Mobile No. 9811348989) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - b. The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - c. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - d. 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.
 - e. The parties shall approach the learned Arbitrator within two weeks from today.
 - f. The learned arbitrator shall decide the Section 17 petition expeditiously and not later than 8 weeks from the date of release of the order.



13. Nothing stated hereinabove amounts to an expression on the merits or the demerits of the case.
14. The next date of hearing i.e. 23.04.2025 stands cancelled.
15. The petition is disposed of accordingly.

JASMEET SINGH, J

APRIL 3, 2025/pk

Click here to check corrigendum, if any