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

+ **ARB.P. 818/2025**

**M/S PUSHPAWATI SINGHANIA HOSPITAL AND RESEARCH
INSTITUTE**Petitioner

Through: Mr. Navin K. Jha and Mr. Manish
Bhardwaj, Advocates.

versus

KS INFOSYSTEMS INDIA PVT. LTD.Respondent

Through: Advocate (Appearance not given).

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

29.07.2025

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1. The present petition has been filed under Section 11(5) and (6) *read with* (6A) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act of 1996') seeking appointment of a Sole Arbitrator in terms of the arbitration clause [Clause 19] contained in the Service Agreement dated 9th June, 2022 ('Service Agreement') entered into between the petitioner and the respondent.
2. Counsel for the petitioner states that since there were disputes between the parties, the petitioner had invoked arbitration *vide* notice dated 15th October, 2024.
3. Notice in the present petition was issued on 27th May, 2025.
4. Counsel appears on behalf of the respondent and submits that he has filed a reply to the present petition. However, the same is not on record.
5. Counsel appearing for the respondent does not dispute the existence



of the arbitration clause. However, he submits that his main objection is with regard to the validity of the notice dated 15th October, 2024 invoking arbitration under Section 21 of the Act of 1996.

6. I have perused the aforesaid notice, which has been filed as Document 8 along with the present petition.

7. In my considered view, there is no infirmity in the said notice. The petitioner has rightfully invoked the arbitration clause in the Service Agreement.

8. In this view of the aforesaid position, it has been put to the counsel for the parties whether the parties wish to explore the possibilities of settlement through mediation.

9. Both parties are willing to consider mediation and state that the present petition may be disposed of with a reference to the Delhi International Arbitration Centre ('DIAC'), *albeit* with the appointment of a Sole Arbitrator being deferred by eight weeks.

10. Accordingly, with the consent of the parties, the matter is referred for mediation to the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre').

11. Parties, along with the respective counsel, shall appear before the Centre on 5th August, 2025 at 3:00 P.M.

12. In the facts of this case, it is admitted by the parties that there exists a valid arbitration agreement and thus, the parties are referred to arbitration under the aegis of DIAC. However, keeping in view the reference to mediation, the DIAC is directed to appoint a Sole Arbitrator in the second week of October, 2025.

13. The parties and the Mediator are directed to conclude the mediation



proceedings before 5th October, 2025. The report of the Mediator will be sent to the DIAC on or before 10th October, 2025.

14. It is directed that in case the parties have not settled the matter in the mediation proceedings by 5th October, 2025, the DIAC will proceed to appoint a Sole Arbitrator and constitute the arbitral tribunal by the second week of October, 2025, and the parties will appear before the DIAC on 17th October, 2025 at 3:00 P.M. for a preliminary hearing.

15. Needless to state, all pleas of the parties *qua* claims and counter-claims are left open and shall be considered in the arbitration proceedings.

16. With the aforesaid directions, the petition stands disposed of.

AMIT BANSAL, J

JULY 29, 2025

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