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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 991/2024

DR. AHMAD WAQAR KHAN

.....Petitioner

Through: Mr. Atul Verma, Mr. Shravan Kumar,
Advocates

versus

NKS SUPER SPECIALTY HOSPITAL & ANR.

.....Respondent

Through: Mr. Pradeep Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

01.04.2025

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4. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of the Contract dated 04.02.2023.

5. In the present case, the facts are that the respondent issued a Letter of Intent ("LoI") on 16.12.2022 in favour of the petitioner and the petitioner joined the respondent as 'Consultant critical care and anaesthesia'. Thereafter, the Contract dated 04.02.2023 came to be executed between the parties. As per the Contract, the respondent was to make a monthly payment of Rs. 2,75,000/- to the petitioner.

6. On 09.10.2023, the petitioner served a written resignation letter to the respondent as the respondent had not clear the dues of the petitioner.

7. The contract dated 04.02.2023 contains the arbitration clause which



reads as under:-

“Breach of contract/Dispute

A) That in case of any breach of this contract/agreement, both the parties shall resolve their dispute through arbitration proceedings mentioned under Arbitration & Conciliation Act, 1996.

B) That in case of any breach of this contract/agreement, Ms. Aditi Singh (Advocate) having its office at ED-16C Pitampura Delhi shall be the sole arbitrator to resolve the disputes if raised any regarding the present contract/agreement through the Arbitration.

C) That in case of any breach of this contract/agreement, aggrieved party shall send the prior notice to the opposite party before initiating arbitration proceedings as per the procedure mentioned in Arbitration and Conciliation Act, 1996.”

8. Since, there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 22.02.2024.

9. Mr. Sharma, learned counsel for the respondent has no objection to the petition being allowed.

10. I am satisfied that there are disputes pending between the petitioner and the respondent and the same needs to be resolved through arbitration process.

11. For the said reasons, the petition is allowed and the following directions are issued:-

- i) DIAC will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.



- ii) The arbitration will be held under the aegis 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 DIAC within two weeks from today.
12. The present petition is disposed of in the aforesaid terms.

APRIL 1, 2025 / (MS)

JASMEET SINGH, J

Click here to check corrigendum, if any