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

+ **ARB.P. 1052/2025**

MRS. INDU M. M.

.....Petitioner

Through:

versus

KIDS CLINIC INDIA LIMITED AND ANRRespondents

Through: Mr. Puneet Bajaj, Advocate

Mr. Karanjot Singh Mainee, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% 21.11.2025

1. This is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudicating the differences and disputes arising between the parties.
2. The brief facts of the case are that the parties entered into a Client Agreement dated 20.03.2024 for whereby the respondents undertook collection, processing, and storage of the umbilical cord blood and tissue of the newborn child of the petitioner for his stem cell preservation.
3. The said Agreement contains an arbitration clause being Clause No. 23 which reads as under:

“23. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

23.1 In the event any dispute arises between the parties, the disputes shall be settled by arbitration in accordance with the



Arbitration and Conciliation Act, 1996 as amended thereto. The seat and venue of arbitration shall be Delhi and the language shall be English.

23.2 This Agreement is governed by, construed and interpreted in accordance with the laws of India and the Courts of Delhi shall have exclusive jurisdiction.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 12.11.2024.

5. Mr. Mainee, learned counsel appears for respondent No. 1 and has no objection to the appointment of an Arbitrator.

6. Mr. Bajaj, learned counsel for the respondent No. 2 states that a reply has been filed. However, the same is not on record. He orally submits that the dispute does not concern the respondent No. 2 as the role of the respondent No. 2 was only to preserve the stem cell after the sample was delivered to the respondent No. 2 by the respondent No. 1. Hence, there is no arbitrable dispute between the petitioner and the respondent No. 2.

7. I am unable to agree as the same are regarding the merits of the controversy which shall lie within the exclusive domain of the Arbitrator. Suffice it to say at this moment that respondent No. 2 is a signatory to the agreement containing arbitration clause.

8. I am satisfied that there exists a valid arbitration clause and there are disputes which need to be adjudicated through the arbitral mechanism.

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

- i) Ms. Vrinda Kapoor (Advocate) (Mob. No. 9899029387) 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

NOVEMBER 21, 2025/DM