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

+ **ARB.P. 1234/2025**

MADHU DAGA & ANR.

.....Petitioners

Through: Mr. Surjit Kumar Singh, Advocate.

versus

M/S AKNA MEDICAL PVT LTD & ANR.

.....Respondents

Through: Ms. Gauri Rasgotra, Mr. Dinesh Moorjani, Mr. Shivansh Agarwal and Mr. Shubhra Sharma, Advocates for R-1.

Respondent No. 2 is proforma party.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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25.08.2025

1. This petition is filed on behalf of the Petitioners under Section 11 (6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. Present petition has its genesis in disputes emanating from Share Purchase Agreement dated 09.12.2020. Case of the Petitioners is that Respondent No. 2 is a company engaged in the business of wholesale trading of pharmaceutical products, surgical supplies and other medical consumables and hospital supplies in India. At the relevant time, Petitioner No. 1 held 99.99% shares in Respondent No. 2 while Petitioner No. 2 held 0.01% shares. Respondent No. 1 approached the Petitioners for purchasing for consideration, shareholdings of the Petitioners in Respondent No. 2 and post extensive mutual discussions and negotiations and after due diligence



conducted by Respondent No. 1, it was agreed that Respondent No. 1 shall purchase 100% shareholdings held by the Petitioners.

3. It is averred in the petition that initially Letter of Intent was entered into on 23.10.2020 between the parties subsequent to which SPA was executed on 09.12.2020 between Petitioners and Respondents No. 1 and 2 whereby Respondent No. 1 bound itself to purchase and acquire 100% equity shares of Respondent No. 2 from the Petitioners in three tranches. Post-signing of the SPA, Petitioners initiated discharging their obligations and purchase of Tranche-I shares was completed on 31.03.2021 whereby Rs.7.5 crores was received by Petitioner No. 1 in her account. Purchase of Tranche-II and Tranche-III shares was to be completed by 31.03.2022 and 01.06.2023 respectively, however, only part payment of Rs.11 crores was made by Respondent No. 1 despite several reminders. Disputes having arisen, Petitioners invoked arbitration clause 13.2 in the SPA on 23.06.2025 by sending notice under Section 21 of the 1996 Act and proposing the name of former Judge of this Court as sole Arbitrator. In reply dated 22.07.2025, Respondent No. 1 conveyed its non-acceptance to the name proposed and proposed the name of a former Judge of the Bombay High Court.

4. On 18.08.2025, counsel for the Respondents had sought time to revert with instructions. Learned counsel for Respondent No.1, on instructions, while refuting the claims of the Petitioners on merit, submits that the said Respondent has no objection to the appointment of a Sole Arbitrator by this Court since existence of arbitration agreement is not under dispute but urges that arbitral proceedings be held under aegis of Delhi International Arbitration Centre ('DIAC'), to which counsel for the Petitioners has no objection.



5. Accordingly, with the consent of parties, Mr. Justice A.K. Sikri, former Judge of the Supreme Court, (Mobile No. 9818000300) is appointed as Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of DIAC. Fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.
6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties are left open, including the right of Respondent No. 1 to file counter claims, if any.
8. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 25, 2025
S.Sharma/shivam