



\$~14

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1439/2024**
ORL INTERNATIONAL HOSPITAL PVT. LTD.....Petitioner

Through: Mr. Naman Sabharwal, Adv.

versus

ANH TECHNOLOGIES PVT LTDRespondent
Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
28.03.2025

%

1. 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 Service Contract dated 01.06.2022.
2. The arbitration clause is contained as clause 16 of the Service Contract dated 01.06.2022 and the same reads as under:

“16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of India, and any disputes there in shall fall within the exclusive jurisdiction of the courts in Delhi, India.

In the event of any dispute arising between the parties with respect to this Agreement, the same shall be referred to the Sole Arbitrator and the arbitration shall be in accordance



with Arbitration and Conciliation Act of 1996. The language of arbitration proceeding shall be English. The seat and place of arbitration shall be Delhi and the decision of the Arbitrator shall be final and binding on both parties herein.”

3. The facts are that on 01.06.2022, a service contract was executed between the petitioner and the respondent, whereby the respondent was to provide claim desk management services to the petitioner. The services were rendered by the petitioner and the respondent received a sum of Rs 9,46,892/- from the patients of the petitioner which was to be paid back to the petitioner. The respondent has failed to do so.
4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 24.11.2023.
5. Thereafter, the present petition has been filed.
6. In the present petition, notice has duly been issued and on the last date, respondent had sought time to file a reply. Despite opportunity, neither the reply has been filed, nor is anybody present on behalf of the respondent.
7. I am satisfied that there are disputes between the parties which needs to be adjudicated through arbitration.
8. Hence, the petition is allowed with the following directions:
 - i) Ms. Sneha (Adv.) (Mob. No. 8800266666) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - 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 learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 28, 2025/DM

Click here to check corrigendum, if any