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

+ **ARB.P. 1373/2025**

GHALLA AND BHANSALI SECURITIES PVT. LTD

.....Petitioner

Through: Ms. Priya, Adv.

versus

**DENTAMITRA HEALTHCARE TECHNOLOGIES PRIVATE
LIMITED & ORS.**

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

11.11.2025

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Master Facility Agreement dated 22.06.2023.

2. It is stated that under the said Agreement, the Petitioner, which is a non-banking financial company, has sanctioned a loan of Rs.10 lakhs to the Respondents which was to be repaid by the Respondents in six equal monthly installments of Rs.1,78,741/- each. It is stated that the Respondents have failed to comply with their obligations and, therefore, disputes have arisen between the parties. It is stated by the learned Counsel for the Petitioner that as on date about Rs.7,41,961/- is due and payable by the Respondent.



3. A notice dated 10.07.2024 under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioner to the Respondents invoking Arbitration. It is stated that the Respondents, in their reply dated 22.08.2024, have admitted the liability of Rs.7,15,059/- but have remained silent on the resolution of disputes through arbitration. The Petitioner has, therefore, approached this Court by filing the present Petition.

4. Notice in the Petition was issued on 02.09.2025. Affidavit of service has been filed. The affidavit of service indicates that the Respondents have been served through speed post. The postal report has also been enclosed along with the affidavit of service. Despite service there is no appearance on behalf of the Respondents.

5. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Mr. Anmol Sharma, Adv. (Mob: 9891340944) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator



on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression on the merits.

11. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 11, 2025

Rahul