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

+ **ARB.P. 1740/2024**

DR. VIPUL AGRAWAL

.....Petitioner

Through: Mr. Manu Padalia with Ms. Surbhi Singh, Advocates.

versus

BIMR HOSPITALS

.....Respondent

Through: Mr. Durgesh Gupta, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

22.07.2025

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1. This is a petition 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 an employment contract dated 03.09.2021 between the Petitioner, who is a Neuro Surgeon and the Respondent/Hospital, in which the Petitioner was working.

2. Clause 21 of the employment contract dated 03.09.2021 contains an arbitration clause which provides for resolution of disputes through arbitration. Clause 21 of the employment contract reads as under:-

“21. Dispute Resolution/ Arbitration

(a) Any dispute or disagreement arising out of or relating to this Agreement, or the breach thereof by either BIMR or The Employee, shall be settled by way of arbitration, which shall be conducted in New Delhi in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 and all the



subsequent amendments hereto. The arbitration shall be conducted by a Sole Arbitrator duly appointed by BIMR/Employer, which award shall be binding on the BIMR and The Employee to the instant Agreement. The decision of such Arbitrator and any award rendered by such Arbitrator shall be binding on the BIMR and The Employee to the instant Agreement.

b) If any part of this Agreement is deemed invalid by any court of law and/or competent authority, only the part so deemed invalid may be removed and the rest of the Agreement shall survive and continue to remain valid and binding on both BIMR and The Employee.”

3. A perusal of Clause 21 of the employment contract shows that the parties have agreed that the seat and the venue of the arbitration would be New Delhi. The said clause, therefore, provides jurisdiction to this Court to consider and adjudicate the disputes arising out of the employment contract.

4. It is also stated that an attempt was made to resolve the disputes through mediation and the parties were referred to the Delhi High Court Mediation & Conciliation Centre. Unfortunately, the mediation has failed.

5. In view of the fact that disputes have arisen between the parties under the employment contract containing an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate the disputes between the parties.

6. Accordingly, Mr. Neeraj Kumar, Advocate (Mob:9811338696) is appointed as the Sole Arbitrator to adjudicate 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 a week of entering into 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. With these observations, the petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JULY 22, 2025

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