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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1740/2025

HEALTH CARE AT HOME INDIA PVT LTD

.....Petitioner

Through:

versus

MR. ABHINAV KUMAR TRIPATHI

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

10.12.2025

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1. This is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. The brief facts are that the petitioner is engaged in the business of providing para-medical staff/ attendants/technicians to patients at hospitals and their homes and is further engaged in the business of supplying medical supplies like medicines, medical equipments, and auxiliary medical products.
3. The respondent was appointed by the petitioner as Chief Technology Officer of the Head Office of the petitioner *vide* Appointment Letter dated 02.09.2022 with fixed annual CTC of Rs. 1,54,46,772/- and assured bonus of Rs. 20 lakhs.
4. The petitioner advanced loans to the respondent with a repayment schedule.
5. The petitioner unilaterally resigned from the service on 17.05.2023 and



is allegedly in unauthorized possession of petitioner's property including laptop worth Rs. 2 lakhs, salary advance and advance on assured bonus recovery.

6. The Appointment Letter contained an arbitration clause being clause No. 13 which reads as under:

“13.1. Your employment with the Company is subject to the laws of India. All disputes, claims or differences shall be subject to the jurisdiction of the courts of New Delhi only. All disputes or differences arising out of or in connection with the terms of this Appointment Letter and your employment with the Company shall be referred to a sole arbitrator who shall be appointed by the Company. The arbitration proceedings shall be as per the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be at New Delhi and the language of the arbitration proceedings shall be English only.”

7. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 28.07.2025 and thereafter, filed the present petition.
8. On the last date of hearing, the respondent was granted time to file a reply but no reply has been filed.
9. Mr. Prakash, learned counsel for the respondent states that the parties shall be sent to Delhi High Court Mediation Centre for settlement of the disputes.
10. Admittedly, there is an arbitration clause in the said Appointment Letter.



11. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Mukta Sharma, Advocate (Mob. No. 9811134378) 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.
12. Since the parties have evinced an inclination to settle the matter through mediation, the parties shall appear Delhi High Court Mediation Centre on 05.01.2026 at 4:00 p.m.
13. The arbitrator shall enter reference after 8 weeks from 05.01.2026 to enable the parties to try and settle the matter.
14. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 10, 2025/sp