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

+ **ARB.P. 1787/2024**

**ANTARA ASSISTED CARE SERVICES LIMITED** .....Petitioner

Through: Ms. Aayushi S. Khazanchi and Ms.  
Suruchi Jaiswal, Advocates.

versus

**MARSROCK HOSPITALITY VENTURES PRIVATE LIMITED**

.....Respondent

Through: Ms. Kashish Pandey, Advocate for  
Mr. Dheeraj Gupta, Advocate.

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

**01.08.2025**

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1. This petition is filed on behalf of the Petitioner 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. To the extent relevant, the facts as pleaded by the Petitioner are that Petitioner and Respondent entered into an Operation and Management Agreement ('O&M') on 15.09.2022 for maintaining a Care Home from the ground, first and second floor of premises located at House No. 142, Sector 38, near Gate No. 2, Gurugram, Haryana. Owing to change in business requirements, on 31.07.2023 Petitioner informed the representative of the Respondent of the non-suitability of the premises and termination of the O&M Agreement. On 01.08.2023, Petitioner issued a termination notice to the Respondent, which it refused to acknowledge by giving a receipt and the



notice was thereafter sent electronically on 08.08.2023. Several communications were sent by the Petitioner to refund the security deposit but Respondent failed to do so. When the dispute notice dated 17.01.2024 also did not lead to any positive result, Petitioner invoked arbitration clause 12 of O&M Agreement and sent a notice on 06.08.2024 under Section 21 of 1996 Act to which reply was sent by the Respondent disputing the liability to pay any amount to the Petitioner and consequently denying recourse to arbitration to adjudicate the disputes.

3. Learned counsel appearing for the Respondent candidly does not dispute the existence of the arbitration clause in the O&M Agreement as a Dispute Resolution Mechanism and submits that Court may appoint a Sole Arbitrator.

4. It is an undisputed position that there exists an arbitration agreement in the O&M Agreement whereby parties envisaged reference of the disputes and differences arising from the said Agreement to arbitration by a Sole Arbitrator and thus there is no impediment in appointment of the Arbitrator.

5. Accordingly, with the consent of the parties, Shri Aakash Pandey, Advocate (Mobile No. 7752897337) is appointed as Sole Arbitrator. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC') and 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 respective parties are left open.



8. Petition is allowed and disposed of in the aforesaid terms.

**AUGUST 01, 2025**/RW/YA

**JYOTI SINGH, J**