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

+ **ARB.P. 1861/2024**

**SHATAYU HOSPITAL**

.....Petitioner

Through: Mr. Jacob Benny, Advocate

versus

**ANH TECHNOLOGIES PRIVATE LIMITED**

.....Respondent

Through: Mr Naman Joshi, Ms Amber Tickoo,  
Advocates

Mr. Aditya Chaturvedi, Advocate

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

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**14.02.2025**

1. This is a petition under Section 11(5) & (6) of the Arbitration & Conciliation Act, 1996 for appointment of an Arbitrator to adjudicate upon the disputes between the parties.
2. Material on record indicates that the Memorandum of Understanding was entered into between the Petitioner and the Respondent with the Respondent being the medical service provider for facilitating the claim desk management.
3. The case of the Petitioner is that a sum of Rs.3,97,660/- was due and payable. It is stated that part amount of Rs.1,73,668/- is still due and payable by the Respondent. It is stated that since there was a dispute regarding payment of outstanding claim amount, the Petitioner issued legal notice dated 15.04.2024 to the Respondent invoking arbitration. It is stated that the Respondent has not replied to the said notice therefore the Petitioner has approached this Court for appointment of an Arbitrator.
4. It is stated that Clause 16 of the Memorandum of Understanding



contains an arbitration clause, which reads as under:-

**“GOVERNING LAW AND JURISDICTION:**

*This Agreement shall be governed and constructed in accordance with the laws of India, and any disputes therein shall fall within the exclusive jurisdiction of the courts of 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 the Arbitration and conciliation Act of 1996, the language of arbitration proceedings shall be English. The Seat and place of arbitration shall be Delhi and the decision of the Arbitrators shall be final and binding on both parties herein.”*

5. The seat of arbitration is in Delhi, therefore, this Court has jurisdiction to entertain the disputes.
6. Learned Counsel for the Respondent states that the Respondent has no objection to the appointment of an Arbitrator to adjudicate upon the disputes between the parties.
7. Accordingly, Mr. Kushagra Bansal, Advocate, (Mob: 9999448797) is appointed as a Sole Arbitrator to adjudicate upon the disputes between the parties.
8. 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.
9. 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 on reference.



10. 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.

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

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

**SUBRAMONIUM PRASAD, J**

**FEBRUARY 14, 2025**

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