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

+ **ARB.P. 313/2026**

M/S PATHKIND DIAGNOSTICS PVT LTD

.....Petitioner

Through: Mr. Anand Singh and Ms. Shreya
Mansi James, Advs.

versus

M/S SPARSH HOSPITAL AND CRITICAL CARE & ANR.

.....Respondents

Through: Mr. Pratik Dash and Mr. Abhijit
Pattanaik, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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09.04.2026

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under a Pathology Services Agreement dated 28.01.2020 (*hereinafter referred to as "Agreement"*).
2. It is the case of the Petitioner that under the Agreement, the Respondents have availed the services of the Petitioner and have not made payments for the services rendered by the Petitioner to the Respondents.
3. Clause 11.2 of the Agreement contains an arbitration clause. The said clause indicates that the venue of arbitration shall be at Delhi. There is no other communication which shows that the parties have decided that the seat of the arbitration would be at any place other than Delhi.



4. A notice dated 07.04.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 was issued by the Petitioner to the Respondents invoking Arbitration and claiming a sum of Rs.3,06,025/- which according to the Petitioner is due and payable by the Respondents.
5. Notice was issued in the Petition on 17.02.2026.
6. Mr. Pratik Dash, learned Counsel, enters appearance on behalf of the Respondent.
7. In view of the fact that disputes have arisen between the Parties and the Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.
8. Accordingly, Mr. Yatharth Chugh, Advocate, (Mob. No.8700395430) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.
9. 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.
10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration and Conciliation Act, 1996, within two weeks from the date of entering into reference.
11. The objections under Section 16 of the Arbitration and Conciliation Act, 1996 regarding arbitrability of issue(s) are kept open to be raised before the Arbitrator.
12. 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.



13. Needless to state, nothing in this Order shall be construed as an expression of this Court on the merits of the contentions of the parties.

14. The Petition stands disposed of in the above terms, along with pending Application(s), if any.

SUBRAMONIUM PRASAD, J

APRIL 09, 2026

S. Zakir