



2026:DHC:8906



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010338452026**+ **ARB.P. 1271/2026****M/S EVERGRACE HEALTHCARE CONSULTANCY
PRIVATE LIMITED**

.....Petitioner

Through: **Mr. Roshan Santhalia and Ms.
Nipun Maheshwari, Advs.**

versus

M/S ELANTIS HEALTHCARE PRIVATE LIMITED

.....Respondent

Through: **Mr. Manik Ahluwalia, along
with Harpreet Singh, Advs.****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

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06.10.2026

1. On the last date of hearing, learned Proxy Counsel appearing for the Respondent has sought time to file reply. However, it appears that the same is not yet filed.

2. Learned Counsel appearing for the Respondent submits that matter can be referred to mediation, however, learned Counsel appearing for the Petitioner is not willing for mediation.

3. In view thereof, this Court shall proceed with the appointment of an Arbitrator in accordance with law.

4. The present petition is filed under Section 11 of the Arbitration



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and Conciliation Act of 1996¹ seeking appointment of a Sole Arbitrator for resolution of disputes arising out of Agreement dated 18.02.2023.

5. It is well settled that while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is strictly confined to examining the *prima facie* existence of an arbitration agreement.

6. In the present case, arbitration agreement is contained in Clause 14 of the aforesaid Agreement, which is reproduced hereinbelow:

“In the event of disputes, differences or controversies between the Parties arising out of this Agreement or any matter incidental thereto during its tenure or after completion, the same shall be resolved by mutual discussions and negotiations, failing which such disputes, differences or controversies shall be referred to arbitration to be conducted by an independent Arbitrator appointed by the MUTUAL AGREEMENT BETWEEN THE PARTIES AND IN FAILURE OF SUCH MUTUAL AGREEMENT, BY THE COURT OF COMPETENT JURISDICTION. The Arbitrator so appointed shall act as the sole Arbitrator and the arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act, 1996”

7. Therefore, there exists no dispute with regard to the existence of a valid arbitration clause between the parties. Further, the parties are also *ad idem* with respect to the reference of the disputes to arbitration.

8. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

9. Accordingly, Ms. Saumya Tandon, Advocate (Mob.

Signature Not Verified ¹“Act” hereinafter

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Signing Date: 08.10.2026
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No.9810907029) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within three weeks from today.

10. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within three weeks of entering reference.

11. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

12. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

13. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes with claims and counter claims independently and on their own merits, uninfluenced by any observations contained in the present order.

14. The Registry is directed to send a receipt of this order to Ms. Saumya Tandon, learned Arbitrator through all permissible modes including email.

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15. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

OCTOBER 6, 2026/at

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TRIPATHI
Signing Date: 08.10.2026
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