



2026:DHC:8232



\$~24

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

CNR No. DLHC010341712026

+ **ARB.P. 1282/2026**

HEALTH

.....Petitioner

Through: Mr. Mansi Bajaj, Ms. Nidhi Tyagi, Ms. Sweta Chaudhary, Advs.

versus

INNOVATIVE FINANCIAL ADVISORS PVT LTD

.....Respondent

Through: Mr. Aekansh Shukla, Adv.

CORAM:

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

%

22.09.2026

1. By way of the present petition under Section 11 of the Arbitration and Conciliation Act, 1996¹, the Petitioner seeks resolution of disputes arising out of the Fund Raising Services Agreements dated 08.07.2021 and 16.07.2021 executed between the parties herein.

2. It is the case of the Petitioner that the Respondent defaulted in performance of its contractual obligations despite receiving an advance sum of Rs. 6,14,500/-. Accordingly, the Petitioner seeks refund of the said amount along with compensation for loss and legal costs.



3. It is well settled that while exercising jurisdiction under Section 11, the scope of enquiry is confined to examining the *prima facie* existence of a valid arbitration agreement.

4. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties. Article 6 of the Service Agreement contains the arbitration agreement. It is reproduced as follows:

**“ARTICLE 6
DISPUTE RESOLUTION**

6.1 Any controversy or dispute in connection with this agreement which cannot be amicably settled by the parties shall be decided by recourse to arbitration, by a sole arbitrator appointed by the CEO of the First Party which will be governed under the provisions of Arbitration and Conciliation Act, 1996, with the place of arbitration at New Delhi. In case of any dispute the parties shall be bound to give the other party a due notice of 30 days for invoking the provision under this clause i.e. for appointment of arbitrator. The second party hereby affirms and acknowledges the power and authority of the First Party to appoint the Sole Arbitrator and withdraws any objections/ reservations to such effect. The arbitral award shall be final and binding on both parties. The courts at New Delhi India shall have exclusive jurisdiction and respect of all matters concerning this Agreement.”

5. At this stage, it appears that parties are amenable to referring the matters to mediation to explore the possibility of amicable settlement.

6. Acceding to the same, the matter is referred to Delhi High Court Mediation and Conciliation (*Samadhan*) and the parties are directed to

¹ “Act” hereinafter



2026:DHC:8232



appear in person or through their authorized representative along with their respective Counsel before the Mediation Centre on 01.10.2026.

7. Parties are directed to settle the matter in mediation within three weeks.

8. Further, in the case where mediation fails, the parties are *ad idem* with respect to the reference of the disputes to arbitration. In view thereof, this Court finds no impediment in appointing a Sole Arbitrator.

9. Accordingly, Mr. Kartikay Sharma, Advocate (Mob. 9811297200) 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 six 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 six 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.



2026:DHC:8232



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 Mr. Kartikay Sharma, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

SEPTEMBER 22, 2026/at