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

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***Date of Decision: 10.07.2026***

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**ARB.P. 511/2026****BOTHANZI MEDICALS PRIVATE LIMITED** .....Petitioner

Through: Mr. Gaurav Sadana, Adv.

versus

**ANITA SINGH**

.....Respondent

Through: Dr. Amit George, Mr. Rajeev Kumar  
and Mr. Zubin John, Advocates.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral)**

1. The present petition has been filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "*the A&C Act*") seeking constitution of a sole arbitrator in terms of Memorandum of Agreement dated 04.03.2019 (hereinafter referred to as "*Agreement*") executed between the parties, in order to adjudicate the disputes between the parties.
2. The petitioner herein is a private limited company incorporated under the Companies Act, 2013, engaged *inter alia*, in providing hospital management services, including administration of credit facilities and processing reimbursement claims from insurance companies.
3. The respondent is the sole proprietor of Rajeshwar Hospital, situated near Bahadurpur Flyover, Kankarbagh Main Road, Patna, Bihar-800020. The respondent carries on business under the name and style of the said hospital.
4. On 04.03.2019, the parties entered into a Memorandum of Agreement



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bearing Certificate No. G0312018L1420 and GRN No. 42806576, whereunder the petitioner was engaged to render hospital management and credit billing services to the respondent, including management support, billing administration, coordination with patients and other allied operational functions. In consideration of the services so rendered, it was agreed that the respondent would clear the petitioner's invoices and outstanding dues within the timelines as stipulated under the said Agreement.

5. It is the case of the petitioner that pursuant to the aforesaid Agreement, it duly performed its obligations and continuously provided hospital management and credit billing services to the respondent hospital from March 2019 onwards in a diligent and professional manner. The said services were duly accepted by the respondent without any protest or dispute.

6. Disputes have arisen between the parties in the context of alleged dues outstanding and payable by the respondent to the petitioner. It is the case of the petitioner that by the beginning of the year 2023, a sum of Rs. 13,74,742.18/- became due and payable by the respondent to the petitioner towards services rendered by the petitioner under the said Agreement.

7. It is submitted that the petitioner issued a formal termination notice dated 14.03.2023 to the respondent in terms of Clause-13 of the Agreement, thereby providing one-month prior notice for termination of the contractual relationship between the parties.

8. However, failure of the respondent to discharge its liability and the disputes having persisted between the parties, a legal notice dated 11.04.2025 invoking arbitration in terms of section 21 of the A&C Act came to be issued by the petitioner, calling upon the respondent to mutually



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appoint an arbitrator.

9. The Agreement between the parties contains an Arbitration Clause, which reads as under:-

16. GOVERNING LAW AND JURISDICTION

- 16.1. This agreement shall be governed by Indian Laws without regard to the conflict of law's provisions thereof.
- 16.2. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation, or effect of this agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Indian Arbitration Act 1996 (as amended) and the award made in pursuance thereof shall be binding to the parties.
- 16.3. There shall be 1 (one) Arbitrator who shall be appointed based on mutual agreement of the parties to be decided at the time of signings this Agreement.
- 16.4. The seat and venue of arbitration shall be Patna / New Delhi, India.
- 16.5. The parties expressly waive any objections or defenses based upon lack of personal jurisdiction or venue.

10. Pertinently, the existence of the arbitration agreement between the parties is not disputed. However, learned counsel for the respondent has raised a preliminary objection to the maintainability of the present petition on the ground that, in terms of the arbitration clause, the seat of arbitration is Patna and, therefore, this Court lacks territorial jurisdiction to entertain the present petition.

11. Learned counsel for the petitioner controverts the said submission by contending that the Agreement itself records that it was executed at New Delhi and that the reference to "Patna/New Delhi" in the arbitration clause manifests the parties' intention to designate New Delhi as the seat of arbitration. There is merit in the said contention of the petitioner.

12. After some hearing, learned counsel for the parties agree that the disputes between the parties may be referred to arbitration and a Sole Arbitrator be appointed by this Court. It is further agreed by the parties that,



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for the purposes of the present proceedings, New Delhi shall be treated as the seat of arbitration. However, learned counsel for the respondent further requests that, although New Delhi shall be the seat of arbitration, the arbitral proceedings may, to the extent feasible, be conducted at Patna. Learned counsel for the petitioner has no objection to the said request.

13. Since the existence of the arbitration clause is evident from a bare perusal of the contract, there is no impediment to constituting an arbitral tribunal for adjudicating the disputes between the parties, as mandated in terms of the judgments of Supreme Court in **SBI General Insurance Co. Ltd. v. Krish Spinning**, (2024) 12 SCC 1 and **Interplay Between Arbitration Agreements under Arbitration Act, 1996 & Stamp Act, 1899, In re**, (2024) 6 SCC 1. The said legal position has also been subsequently reiterated and followed by the Supreme Court in **Aslam Ismail Khan Deshmukh v. ASAP Fluids Private Limited & Anr.**, (2025) 1 SCC 502 and **Maharashtra State Electricity Distribution Co. Ltd. & Ors. v. R Z Malpani**, 2026 SCC OnLine SC 553.

14. Further, in terms of the judgments of the Supreme Court in **Perkins Eastman Architects DPC v. HSCC (India) Ltd.**, (2020) 20 SCC 760, **TRF Limited v. Energo Engineering Projects Ltd.** (2017) 8 SCC 377, and **Bharat Broadband Network Limited v. United Telecoms Limited**, 2019 SCC OnLine SC 547 and **Hindustan Construction Co. Ltd. v. Bihar Rajya Pul Nirman Nigam Ltd.**, (2026) 3 SCC 264 it is incumbent on this Court to appoint an independent sole arbitrator to adjudicate the disputes between the parties.

15. Accordingly, Ms. Prity Sharma, Advocate (Mob No.: +91-9911028589 ) is appointed as the Sole Arbitrator to adjudicate the disputes



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between the parties.

16. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosures as required under Section 12 of the A&C Act.

17. As agreed between the parties, whenever physical hearing/s is required, the learned Arbitrator shall endeavour to have Patna as the venue of arbitration.

18. The learned Sole Arbitrator shall be entitled to fee in accordance with IV<sup>th</sup> Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

19. 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.

20. Needless to say, the learned Sole Arbitrator would consider the same in accordance with law and take an appropriate decision.

21. The respondent shall be entitled to raise preliminary objections as regards jurisdiction/ arbitrability, which shall be decided by the learned arbitrator, in accordance with law.

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

23. The petition stands disposed of in the above terms.

**SACHIN DATTA, J**

**JULY 10, 2026/uk/ka**