



2026:DHC:8924



\$~20

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

#

CNR No. DLHC010117822026

+

ARB.P. 521/2026

M/S REDCLIFFE LIFETECH PVT. LTD.Petitioner

Through: Mr. Ashwini Kumar and Mr.
Sohail Khan, Advocates.

versus

LIFESPAN WELLNESS PRIVATE LIMITEDRespondent

Through: None.

CORAM:**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

%

07.10.2026

1. Service is sufficient. No one has entered appearance on behalf of the Respondent.

2. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996¹ seeks appointment of a Sole Arbitrator for resolution of disputes arising out of the Service Agreement dated 24.02.2022, which contains the following arbitration agreement:

“GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of India.

In the event of any dispute, difference of any kind, claims and questions whatsoever between the Parties hereto in connection with, or arising out of, or in relation to, this Agreement, including any dispute regarding its interpretation, breach, termination or validity, the Parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In case, no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which dispute or difference arose, then such dispute or difference shall be referred to a Sole Arbitrator appointed mutually by both the Parties in

¹ “Act” hereinafter



2026:DHC:8924



accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat/venue of arbitration shall be Delhi.

Subject to the provisions of the Agreement, the courts of Gurgaon shall have exclusive jurisdiction with respect to any dispute arising out of this Agreement.”

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

4. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties.

5. Therefore, this Court finds no impediment in appointing a Sole Arbitrator.

6. Accordingly, Ms. Neelampreet Kaur, Advocate (Mob. No.9650080047) 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.

7. 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.

8. The arbitration shall be carried under the rules and aegis of



2026:DHC:8924



Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. It shall be open to the parties to raise all pleas including but not limited to objections as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

10. 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 independently and on their own merits, uninfluenced by any observations contained in the present order.

11. The Registry is directed to send a receipt of this order to Ms. Neelampreet Kaur, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

OCTOBER 7, 2026/pa