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

+ **ARB.P. 2065/2025**

DEBDULAL BANERJEE

.....Petitioner

Through: Ms. Charu Modi and Rishabh Gupta,
Adv.

versus

DR HAROR AESTHETICS PRIVATE LIMITEDRespondent

Through: Advocate Anirban Bhattacharya,
Advocate Rushil Anand, Advocate
Tanushvi Singh, Advocate Rajeev
Chaudhary

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+ **ARB.P. 2066/2025**

RAHUL SHAWEL

.....Petitioner

Through: Ms. Charu Modi and Rishabh Gupta,
Adv.

versus

DR HAROR AESTHETICS PRIVATE LIMITEDRespondent

Through: Advocate Anirban Bhattacharya,
Advocate Rushil Anand, Advocate
Tanushvi Singh, Advocate Rajeev
Chaudhary

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **10.02.2026**

I.A. 3716/2026 (in ARB.P. 2065/2025) & I.A. 3715/2026 (in ARB.P. 2066/2025)

1. These are applications filed under Section 151 of the CPC, 1908, seeking modification/clarification of the order dated 11.12.2025 to that extent that the arbitral proceedings emanating therefrom be allowed to be held *ad hoc*.
2. It is stated by the learned counsel for the applicants that *vide* Order dated 11.12.2026, this Court has directed the arbitration proceedings to be conducted under the aegis of Delhi International Arbitration Centre, Delhi



High Court, Sher Shah Road, New Delhi (“**DIAC**”). However, the first referral concerning the Employment Agreement dated 19.10.2023 is an *ad-hoc* proceeding being conducted in accordance with Order dated 17.09.2025 passed in Arb. P. No. 1045 of 2025. This Hon’ble Court keeping into consideration the Order dated 17.09.2025 has appointed the same arbitrator in both the arbitral proceedings but in view of the aforesaid Orders one arbitral proceeding needs to be held ad hoc and other one under the aegis of DIAC. The same is causing grave prejudice to the applicants.

3. For the said reasons, issue notice.
4. Mr. Bhattacharya, accepts notice on behalf of the respondent.
5. I am of this view that the arbitration clause being Clause No. 15.3 of the shareholders agreement in the present petitions categorically mandates arbitration under the aegis of DIAC. Hence, the request of the petitioner would amount to re-writing the terms of the contract, specially, since the respondent is opposing the request of the petitioner.
6. In view of the above, the applications are dismissed and disposed of.

FEBRUARY 10, 2026 / (MS)

JASMEET SINGH, J