



2026:DHC:1485



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 19.02.2026**

+ O.M.P. (T) (COMM.) 27/2025 & I.A. 8783/2025 (Ex. From filing translated copies of annexures)

M/S FOOD INN NOW KNOWN AS MS HOTEL
SIGNATURE INN

.....Petitioner

Through: Mr. Shakul R. Ghatole,
Advocate.

versus

ALCOTT TOWN PLANNERS PRIVATE LIMITED NOW
KNOWN AS OYO HOTELS AND HOMES PRIVATE
LIMITED & ANR.

.....Respondents

Through: Mr. Harsh Kaushik and Ms.
Adrija Mishra, Advocates.**CORAM:**
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR% **JUDGEMENT (ORAL)****HARISH VAIDYANATHAN SHANKAR, J.**

1. The present petition has been filed under Sections 14 and 15 of the **Arbitration and Conciliation Act, 1996**¹ seeking the appointment of a substituted Arbitrator.

2. Learned counsel appearing on behalf of the Respondents would strongly object to the same, placing reliance upon the judgment of the learned Co-ordinate Bench of this Court in ***Raj Chawla and Co. Stock and Share Brokers v. Nine Media and Information Services Ltd. and***

¹ The Act



2026:DHC:1485



*Another*² and in particular Paragraphs 14 and 16 thereof, which reads as follows:

“14. The recordal of facts above would indubitably establish that the mandate of the Arbitral Tribunal was never extended within the period prescribed in sub-sections (1) and (2) of Section 29 A. The parties have also not petitioned the court for extension of the mandate of the Arbitral Tribunal even thereafter and in accordance with Section 29 A(4). Viewed in light of the above, it is manifest that the question of a substitute arbitrator being appointed really does not arise. This since not only had the mandate of the Arbitral Tribunal come to an end, in the fitness of things, the proceedings should have been terminated in accordance with the mandatory provisions of the Act.

16. It must at the outset be noted that Section 29A originally came to be inserted in the statute in 2016 itself and thus evidently prior to the order of reference made by the Court. In any case, regard must be had to the fact that, even when the said provision was originally introduced by Act 3 of 2016, it was ordained to operate retrospectively with effect from 23 October 2015. Undisputedly, the reference to the Arbitral Tribunal in the present case came to be made thereafter. Consequently, and when viewed from either angle, the Court finds itself unable to countenance the mandate of the Arbitral Tribunal subsisting today. The Court also bears in mind that Section 25(3) in any case existed on the statute book since inception.”

3. He also submits that, against *Raj Chawla (supra)* a Special Leave Petition came to be preferred, which was rejected by the Hon’ble Supreme Court. He further places reliance upon paragraph 14 of the aforesaid judgment and contends that in the absence of any extension having been sought or granted in terms of Section 29A of the Act, the mandate of the Arbitral Tribunal stood terminated and the proceedings ought to have been brought to an end in accordance with the provisions of the Act.
4. In view of Paragraph 16 of *Raj Chawla (supra)*, it is urged that there is, as on date, no subsisting Arbitral Tribunal and, consequently,

² 2023 SCC Online Del 520



2026:DHC:1485



no arbitral proceedings in existence. In such circumstances, it is contended that a petition under Section 15 of the Act seeking substitution of an Arbitrator would not be maintainable.

5. **Per contra**, learned counsel appearing on behalf of the Petitioner would rely upon the judgment passed by learned Single Judge of this Court titled **EMCO Limited v. Delhi Transco Limited**³ to contend that mere delay in filing the statement of claim does not *ipso facto* result in termination of the mandate of the Arbitral Tribunal and that the Court ought to adopt a pro-arbitration approach.

6. Learned counsel for the Petitioner further seeks to controvert the arguments advanced by learned counsel for the Respondents by submitting that, in terms of Section 23(1) of the Act, there ought to have been a determination by the learned Arbitrator of the timeline for filing of the statement of claim. He submits that no such direction fixing the time period for filing of the statement of claim was passed by the learned Arbitrator, which, according to him, is the reason the statement of claim was not filed for over a period of two years.

7. He further submits that the mandate of the Arbitral Tribunal has not terminated, as the present situation does not fall within the ambit of Section 32 of the Act. In the absence of any such termination in terms of the said provision, the proceedings cannot be said to have come to an end.

8. Learned counsel for the Petitioner also submits that the certain provisions of the Act were not considered by the learned Single Judge of this Court while passing Judgment in **Raj Chawla** (supra).

9. This Court has heard learned counsel for the parties and is of

³ 2024 SCC OnLine Del 6306



2026:DHC:1485



the considered view that the judgment of the learned Co-ordinate Bench of this Court squarely applies to the facts of the present case and operates in full force in the present proceedings.

10. As a result, there is no substance in the present petition, and prayer as sought for by the Petitioner cannot be granted.

11. Accordingly, the present petition, along with pending application(s), if any, stands dismissed.

HARISH VAIDYANATHAN SHANKAR, J.
FEBRUARY 19, 2026/tk/her

Signature Not Verified

Digitally Signed
By: HARVINDER KAUR
BHATIA
Signing Date: 21/02/2026
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O.M.P.(T) (COMM.) 27/2025

Page 4 of 4