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

+ O.M.P. (T) (COMM.) 4/2026

VINAY SAIGAL & ORS.Petitioners

Through: Mr. Sarthak Sachdev, Advocate

versus

CULTFIT HEALTH CARE PVT LTDRespondent

Through: Mr. Vibhor Agarwal, Adv.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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06.04.2026

1. The present petition has been filed by the petitioners under Section 14 of the Arbitration and Conciliation Act, 1996 (in short 'Act') seeking termination of the mandate of the arbitrator appointed by this Court *vide* order dated 21.08.2023 and substitution by another arbitrator.
2. The disputes between the parties had arisen in the context of registered lease deed dated 14.12.2018, whereby the petitioners leased out their property at 4th floor, The India Mall, New Friends Colony 1, Community Centre, New Delhi-110025 to the respondent. The said lease deed contains an arbitration clause in the form of clause 25.
3. Disputes having arisen between the parties, the petitioners filed a civil suit against the respondent wherein the respondent filed an application under Section 8 of the Act. The said application was allowed by the learned ADJ-02(SE)/District Court, Saket, New Delhi, *vide* Order dated 06.04.2022 and



the parties were directed to take recourse to the arbitration.

4. Accordingly, the petitioners invoked the arbitration clause by giving notice dated 30.11.2022. Since the respondent did not agree on the name of the arbitrators proposed by the petitioners, the petition under Section 11 was filed by the petitioners being ARB.P. 418/2023. The said petition was allowed by this Court *vide* order dated 21.08.2023 and the sole arbitrator was appointed to adjudicate the disputes between the parties.

5. Mr. Sarthak Sachdev, learned counsel appearing on behalf of the petitioners submit that though the arbitrator was appointed on 21.08.2023, no procedural order was passed by the learned arbitrator.

6. He further contends that the petitioners filed a statement of claim dated 10.10.2023 and statement of defence dated 01.11.2023 was also filed by the respondent, but no hearing was held by the learned arbitrator.

7. He submits that since the arbitrator had failed to act without undue delay, therefore, the petitioners were constrained to file the present petition seeking termination of the mandate of the learned arbitrator.

8. He submits that during the pendency of present petition, the petitioners had again approached the learned arbitrator by way of email dated 27.03.2026 informing about the pendency of the present petition and requesting him to express his willingness to continue as arbitrator but no response has been received. A copy of the said email has been handed over across the bar, the same is taken on record.

9. Let petitioners file a copy of the said email under the cover of an index within a period of three days.

10. Having regard to the fact that despite appointment of learned sole arbitrator as early as 21.08.2023, no hearing has been conducted by the



learned arbitrator, this Court is of the view that the learned arbitrator has failed to act without undue delay.

11. Therefore, the mandate of the arbitrator is hereby terminated and Mr. Pritish Sabharwal, Advocate [Mob.9871878690, Email-pritishsabharwal1@gmail.com] is appointed as substitute arbitrator to adjudicate the disputes between the parties.

12. Since no proceedings have been conducted till date by the earlier arbitrator, the substitute arbitrator may proceed accordingly.

13. The learned Arbitrator is requested to furnish declaration under Section 12 of the Act, prior to entering upon the reference.

14. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitral Tribunal.

15. Learned sole arbitrator shall be entitled to a fee in accordance with the Fourth Schedule of the Act; or as may otherwise be agreed to between the parties and the learned sole arbitrator.

16. The petition stands disposed of.

VIKAS MAHAJAN, J

APRIL 6, 2026/AR