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

Date of Decision: 09.03.2026

+ O.M.P.(I) (COMM.) 155/2025 & I.A. 5590/2026 (recalling of orders)

RADHEY LAL GUPTA & ORS.Petitioners

Through: Mr. Shadan Farasat, Senior Advocate along with Mr. Kaustubh Chaturvedi, Mr. Arkaprava Dass, Mr. Harshit Anand and Mr. Parvez Alam Khan, Advocates.

versus

GALAXY HEALTHCARE & ORS.Respondents

Through: Mr. Deepak Aggarwal, Mr. Aditya Raghav Bundela and Mr. Abhishek Chauhan, Advocates.

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+ O.M.P.(I) (COMM.) 156/2025 & I.A. 11207/2025 (Ex. From filing original and colour copies of the documents and pleading)

RADHEY LAL GUPTAPetitioner

Through: Mr. Shadan Farasat, Senior Advocate along with Mr. Kaustubh Chaturvedi, Mr. Arkaprava Dass, Mr. Harshit Anand and Mr. Parvez Alam Khan, Advocates.

versus

GALAXY HEALTHCARE & ORS.Respondents

Through: Mr. Deepak Aggarwal, Mr. Aditya Raghav Bundela and Mr. Abhishek Chauhan, Advocates.



**CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

% **JUDGEMENT (ORAL)**

HARISH VAIDYANATHAN SHANKAR, J.

1. The Petitions being O.M.P.(I) (COMM.) 155/2025 and O.M.P.(I) (COMM.) 156/2025 [**“present Petitions”**] have been filed under Section 9 of the Arbitration and Conciliation Act, 1996 [**“Act”**] read with Section 151 of the Code of Civil Procedure, 1908, seeking interim measures, *inter alia*, to deposit the the due amounts and directions to prevent alienation and preservation of movabale and immovable properties of the Respondents, before the invocation of Arbitration proceedings.

2. Learned counsel for Petitioner draws the attention of this Court to the Loan Agreement dated 14.12.2017 in O.M.P.(I) (COMM.) 155/2025 and the Guarantee Agreement dated 01.04.2018 in O.M.P.(I) (COMM.) 156/2025 to submit that although both the Petitions arise out of distinct Agreements but were executed between the same parties and being connected and are to be heard together.

3. Learned counsel for the Petitioners submits that he has filed the Statement of Claims before the Delhi International Arbitration Centre [**“DIAC”**] and the said proceedings have been numbered as DIAC/11340/08-25 in O.M.P.(I) (COMM.) 155/2025 and DIAC/11339/08-25 in O.M.P.(I) (COMM.) 156/2025. He further submits that the matter has not proceeded in the DIAC since the Respondents have not paid their share of the fee which is to be paid the learned Arbitrator as an arbitration fee.



4. Learned counsel for the Respondents submits that he has not been informed about the said non-payment of such fee or deficiency in payment of the fee.
5. Be that as it may, this Court is of the considered view that since the matters already stand registered as mentioned above before the DIAC, it would be appropriate that objections that are raised herein to the present Petitions under Section 9 of the Act be raised before the learned Arbitrator by treating the present Petitions as Applications under Section 17 of the Act.
6. The parties are requested to correspond with the DIAC in order to ensure that the matter proceeds further within a period of one (1) week from today.
7. It is noted that though this Court had passed directions in O.M.P.(I) (COMM.) 155/2025 *vide* Order dated 05.05.2025 for ensuring that the unencumbered assets to the tune of Rs. 3,22,17,163/- were to be kept available, the same has not been complied with so far, however, since the matter now stands referred to the DIAC, the learned Arbitrator may take such decision as is appropriate with respect to the same while adjudicating the Section 17 Applications of the Act.
8. Accordingly, the present Petitions, along with pending Application(s), if any, stand disposed of in the aforesaid terms.
9. A photocopy of the Order passed today be kept in the connected matter.

HARISH VAIDYANATHAN SHANKAR, J.
MARCH 09, 2026/tk/kr