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

**Date of Decision: 19.02.2026**

+ O.M.P.(I) (COMM.) 74/2026 & I.A. 4704/2026 (Seeking permission to file lengthy synopsis and list of dates)

WELLO RETAIL PRIVATE LIMITED .....Petitioner  
Through: Mr. Rajshekhar Rao, Senior Advocate along with Mr. Harshil Wason, Mr. Shivansh Sinha, Advocates and Mr. Roshan Santhalia-AOR.

versus

SANT PARMANAND BLIND RELIEF MISSION .....Respondent  
Through: Mr. Prashanto Chandra Sen, Senior Advocate along with Mr. Madhup Singhal and Mr. Tanmay Yadav, Advocates.

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

% **JUDGEMENT (ORAL)**

**HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Petition, under Section 9 of the Arbitration and Conciliation Act, 1996 [“Act”], has been filed seeking the following reliefs:-

“a. Allow the present Petition; and

b. Issue an ad-interim injunction preventing the Respondent from issuing any termination notice qua the lease deed during the pendency of this Petition (to be brought through a separate stay application)



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c. Issue a prohibitory injunction preventing the Respondent from terminating the lease deed dated 20.04.2023 till 31.06.2028 (expiry of lock in period), during the pendency of the Arbitration

d. Issue an injunction restraining the Respondent from opening any new pharmacy inside the Sant Parmanand Hospital premises at Civil Lines or entering into any arrangement for parallel procurement of pharmaceutical supplies described at Clause 12 of the lease agreement till 31.06.2028 (expiry of lock in period),

e. Issue an injunction restraining the Respondent from buying pharmaceutical supplies for their IPD or OPD treatment and patients at Sant Parmanand Hospital, Civil Lines from any third-party suppliers, i.e., anyone apart from the Petitioner 31.06.2028 (expiry of lock in period),

f. Pass any other order or further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case which appear to be just and convenient.”

2. Learned Senior Counsel for the parties, on instructions, submit that they are *ad idem* that the matter may be referred to arbitration, instead of adjudicating the present Petition on merits.

3. Learned Senior Counsel for the parties are also *ad idem* that the Arbitration Clause is set out as Clause 22 of the registered Lease Deed dated 20.04.2023 as executed between the parties. The Arbitration Clause is reproduced herein below for ready reference:

**“ARBITRATION AND GOVERNING JURISDICTION**

22. That in the event of any dispute between the parties concerning the present agreement it shall be referred to an arbitrator to be appointed by mutual consent under the Arbitration and Conciliation Act 1996, New Delhi whose decision shall be binding on both the parties. The venue of arbitration and seat shall be Delhi and language shall be English and Courts at Delhi shall exercise exclusive jurisdiction.

23. Courts at Delhi alone shall have jurisdiction in all matters concerning this lease, and the lease shall be governed by the laws of India.”

4. In view of the consensus regarding the appointment of an



Arbitrator, the parties waive the requirement of issuance of a formal notice under Section 21 of the Act, as well as the necessity of filing a Petition under Section 11 of the Act.

5. Since the parties have mutually consented to the appointment of an Arbitrator, and this Court is of the view that the commencement of arbitral proceedings should not be unduly delayed, it would be in the interest of justice that an Arbitrator be appointed.

6. The value of the dispute is stated to be approximately Rs. 4 Crores.

7. Accordingly, this Court hereby appoints and requests **Ms. Kumud Singh, Advocate (Mob. No: 9810396060)** to enter upon the reference and adjudicate the disputes *inter se* the parties.

8. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a week of entering the reference.

9. The learned Sole Arbitrator shall be entitled to fees in accordance with the Fourth Schedule of the Act or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

10. The parties shall share the learned Sole Arbitrator's fee and arbitral costs equally.

11. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

12. Needless to state, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy.

13. The present Petition under Section 9 of the Act shall be treated



as an Application under Section 17 of the Act, and appropriate directions may be passed by the learned Arbitrator after entering upon the reference.

14. The parties are at liberty to raise all objections, including with respect to the jurisdiction of the learned Arbitrator, before the learned Arbitral Tribunal.

15. The Registry is directed to send a receipt of this order to the learned Arbitrator through all permissible modes, including through e-mail.

16. The present Petition along with pending Application(s), if any, stands disposed of in the aforesaid terms.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**FEBRUARY 19, 2026/nd/va/sg**