



2026:DHC:5975



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P. (COMM) 321/2026, I.A. 18842/2026 & I.A. 18843/2026
GETWELL HEALTHCARE PRIVATE LIMITED.....Petitioner
Through: Mr. K.K. Rai, Sr. Adv. with
Ms. Imitiyaz Hussain, Ms.
Medha Tandon, Mr. Shubham
Khare, Mr. Anshul Rai and Ms.
S Chatterjee, Advs.

versus

DR SANTOSH SAHI & ORS.Respondents
Through:

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% **22.07.2026**

1. The present petition is filed under Section 34 of the Arbitration and Conciliation Act, 1996¹ assailing the Partial Award² dated 20.06.2026 passed under Section 17 of the Act, whereby the learned Arbitrator has directed the Petitioner to hand over the vacant and peaceful possession of the property being House No. 1 and 2, Jangpura 'A', Mathura Road, New Delhi-110024³ to the Respondents.

2. It is borne out from the record that the subject property is owned by the Respondents, who leased out the same to the Petitioner as per a Lease Deed dated 17.12.2015, initially executed for nine years, with a monthly rent of Rs.27,00,000/- for the first three years

¹ "the Act", hereinafter

² "impugned award" alternatively

³ "subject property", hereinafter



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and an increment of 20% after every three years.

3. As per the terms of this Deed, the Respondents were obligated to carry out “Basic Work” within six months and thereafter handover the possession of the subject property to the Petitioner. Upon such transfer, the Deed stipulated that the petitioner would undertake “Fit Out” work pertaining to interiors and furnishing. The Deed stipulates that the rent would become payable from the commencement date.

4. Thereafter, the parties also executed a Supplementary Lease Deed dated 20.12.2019, whereby the Petitioner undertook to carry out the remaining “Basic Work” and complete the “Fit Out” work within 14 months, after which the rent would commence from 01.06.2020.

5. However, due to certain delays and disputes amongst the parties, the Respondents issued a notice of pre-litigation mediation in February 2022 and subsequently, by notice dated 02.06.2022, the Respondents terminated both lease deeds.

6. It is the Petitioner’s case that the actual understanding *inter se* the parties was to collaborate and develop the subject property together to run a hospital and that the parties entered into a lease deed because it was more convenient for tax purposes.

7. The subject property was to be handed over to the Petitioner upon completion of the basic work, but according to the Petitioner, the same was not done by the Respondent and the Petitioner had to pay the stipulated pre-rent period fee for the prolonged period along with



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other expenses.

8. Owing to various disputes, the Respondent invoked arbitration in terms of the Lease Deed. Thereafter, the learned Arbitrator entered upon reference in pursuance to an order of this Court.

9. During the arbitral proceedings, the Respondent filed an application under Section 17 of the Act read with Order XII Rule 6 of the Code of Civil Procedure, 1908⁴.

10. After hearings arguments of both parties on the Section 17 application, the learned Arbitrator passed the impugned partial award dated 20.06.2026. By way of the impugned award, the Petitioner was directed to handover vacant and peaceful possession of the subject property, failing which damages of Rs.27,00,000/- were to be paid to the Respondent.

11. Aggrieved thereby, the Petitioner approached this Court by way of the present petition.

12. Mr. K.K. Rai, learned Senior Counsel for the Petitioner, submits that while exercising power under Section 17 of the Act, the learned Arbitrator has granted a final relief, which is untenable and hence, the learned Arbitrator exceeded his jurisdiction. He carves out the distinction between Section 17 and 31(6) of the Act.

13. It is submitted that the Petitioner is only aiming to assert its

⁴ “CPC” hereinafter



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rights as a lessee. It is also submitted that the Petitioner has invested in the subject property to the tune of Rs. 65 crores and the lease is in his favour for 24 years, which has been terminated at nascent stage by the Respondents. It is also averred that the supplementary lease deed is not registered.

14. Mr. Rai argues that various issues remain to be adjudicated and therefore, possession cannot be granted prematurely. To demonstrate, he relies on procedural orders of the learned Arbitrator dated 15.07.2024, 18.04.2025, 20.05.2025, 13.01.2026, 23.01.2026 and 24.01.2026. It is submitted that without hearing arguments on these issues, final relief of possession cannot be granted.

15. It is further submitted that the lease actually envisages a collaborative venture, whereby the Respondents had to perform “Basic Work” and give possession to the Petitioner after which the Petitioner would undertake “Fit Out” work. It is submitted that the Respondents failed to complete their obligations and hence, the Petitioner was delayed/unable to carry out its reciprocal obligations and incurred huge expenses.

16. Mr. Rai places reliance on para 23 of ***Khurana Educational Society (Regd.) v. Smt. Shashi Bala***⁵ to submit that Section 17 only endeavours preservation of the subject matter and not the grant of final relief. Paras 2 and 12 of the decision in ***Evergreen Land Mark Pvt. Ltd. v. John Tinson and Co. Pvt. Ltd.***⁶ are also relied upon to argue

⁵ ARB. A.(COMM) 71.2025, Judgment dated 26.02.2026; 2026:DHC:1727

⁶ (2022) 7 SCC 757



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that final relief cannot be granted under Section 17 of the Act.

17. Further, reliance is placed on ***Indian Farmers Fertilizer Cooperative Ltd. v. Bhadra Products***⁷, particularly para 14, to buttress that the terms “partial award” and “interim award” are interchangeably used.

18. Learned Senior Counsel points to para 14 of the decision in ***Paul Rubber Industries Pvt. Ltd. v. Amit Chand Mitra & Anr.***⁸ to submit that an unregistered document, such as a lease deed, is not admissible as evidence but it can be used for collateral purposes such as to ascertain the purpose for which the lease deed was entered into.

19. Mr. Rai has also apprised this Court that the arbitration proceedings are at the final stage.

20. I have heard the learned Senior Counsel for the Petitioner and perused the material on record. However, I do not subscribe to the arguments advanced for the reasons to follow.

21. At the outset, it is relevant to that contours of Section 34 of the Act are narrow. A Section 34 Court does not sit in appeal over the decision of the Arbitrator and cannot substitute the view of the Arbitrator merely because another view is plausible. The Arbitrator is the final authority on questions of fact and this Court cannot go into the re-appreciation of evidence. This Court cannot microscopically dissect the award.

⁷ (2018) 2 SCC 534

⁸ 2023 SCC OnLine SC 1216



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22. Section 19 of the Act extends wide procedural mandate and discretion to the Arbitral Tribunal. The Tribunal is empowered to *“conduct the proceedings in the manner it considers appropriate”* and *“determine the admissibility, relevance, materiality and weight of any evidence”*.

23. Keeping the aforesaid in mind, I shall advert to the facts of the present case.

24. The reasoning adopted by the learned Arbitrator is as follows:

“70. The Respondent in its Defence has admitted (i) The Lease Deed dated 17th December, 2015 as well as Supplementary Lease Deed dated 20th December, 2019 executed between the parties; (ii) The Respondent has also admitted all the terms and conditions of the Lease Deed dated 17th December, 2015. RW-1 admitted in his cross-examination that the Lease Deed dated 17th December, 2015 contains all the agreed terms and conditions and he had thoroughly read and understood the same; (iii) The Respondent also admitted that there were no other term/condition other than the terms and condition recorded in the Lease Deed; (iv) The Respondent itself is relying on the Lease Deed and has pleaded that the Claimant has not discharged its obligations under the aforesaid Lease Deed; (v) The Respondent’s whole defence is that there was understanding between the parties to jointly develop the property and run a hospital and a collaboration arrangement under the heading of Lease Deed dated 17th December, 2015 was executed between the parties. According to the Respondent, the Lease Deed be interpreted as a Collaboration Agreement; and (vi) The admitted that there is no written document with respect to the alleged oral understanding between the parties with respect to collaboration. In of aforesaid Respondent’s Defence, this Tribunal has read Lease Deed dated 17th December, 2015 to ascertain whether the relationship between the parties is of landlord-tenant or a collaboration.

73. This Tribunal is of the view that all the Clauses of the Lease Deed dated 17th December, 2015 are clear and unambiguous that the relationship between the parties is purely of a landlord and tenant. The Claimants granted the Lease of property bearing No.1 and 2, Jangpura 'A', Mathura Road, New Delhi-110024 to the Respondent for an initial period of nine years at a monthly rent of Rs.27,00,000/- for the first three years to be increased 20% every three years.

The Claimants were required to carry out the Basic Work and hand over the premises to the Respondent who was required to carry out the Fit-Out work and the rent was to start from the date of completion of Fit-Out work but not later than 31st December, 2017.



74. There is no Clause whatsoever in the Lease Deed which points out to any joint venture/collaboration between the parties. That apart, the Respondent's claim that the relationship between the parties is of joint venture/collaboration is barred by Clause 10.4 of the Lease Deed which clearly stipulates that the relationship between the parties shall be as of Lessor and Lessee and no partnership, joint venture or joint undertaking shall be construed from these clauses. Clause 10.4 of the Lease Deed is reproduced as under:

"10.4 Legal Relationship

The parties to this Agreement execute the same solely as a lessee and a lessor. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other."

75. Ld. Senior Counsel for the Respondent urged at the time of the hearing that Clause 7.7 provides that the Respondent shall run the hospital in the name of "SAHI LORDS International Hospital" which reflects a joint venture/collaboration. This Tribunal does not find any merit in this submission. Merely because the Lease Deed gives the name of the Hospital, it does not mean that the parties had agreed to jointly run the hospital. The Respondent's contention that payments made to MCD and other authorities for approval/sanction; payments made for construction/development of the building and efforts to get the property de-sealed amounts to joint venture/collaboration. This Tribunal is of the view that none of these conditions reflect any joint venture/collaboration. There is no clause in the Lease Deed which shows that both the parties will jointly invest, develop and run the hospital and share the profits/losses. There is no obligation whatsoever on the Claimants with respect to the running of the hospital. No such clause has even been alleged by the Respondent in its entire defence. This Tribunal is of the confirmed view that the Lease Deed dated 17h December, 2015 does not contain any clause which reflects the joint venture/collaboration between the parties. The Lease Deed contains a pure relationship of landlord-tenant between the parties as the Claimants have granted the Lease of the subject property to the Respondent for running and operating a hospital on payment of monthly rent.

76. This Tribunal is of the confirmed view that the Respondent's admission of the Lease Deed dated 17h December, 2015 constitutes a clear, unequivocal and unambiguous admission with respect to the relationship of the parties as landlord-tenant. The Respondent has further admitted having paid the Pre-rent period fee of Rs.2,00,000/- per month to the Claimant in terms of the Lease Deed and six months advance rent of Rs.1,62,00,000/- to the Claimant as a security deposit in terms of the Lease Deed dated 17h December, 2015. The Respondent has further admitted that the Basic Work was partly carried out by the Claimant's contractor M/s GV Constructions and the balance Basic Work was carried out by the Respondent in terms of the Lease Deed. The Respondent has further admitted having received the physical possession of the subject property on 01 April, 2019 for undertaking the Fit-Out work. The Respondent has further admitted that the Respondent partially carried out the Fit-Out work but could not complete the Fit-Out work for want of funds. The Claimants vide email dated 7h December, 2020, demanded the monthly rent of Rs.27,00,000/-from 15" December, 2020 as



agreed between the parties in response to which. the Respondent vide email dated 14 December, 2020, admitted having agreed to pay the rent from 15th December, 2020 but assured the Claimants that the monthly rent shall be paid from 15th December, 2020 or 15th March, 2021. The Respondent is admittedly in possession of the subject property but has not paid any rent from 15th March, 2021. The Claimants terminated the Respondent's Lease vide notice dated 02nd June, 2022 on the ground that the Respondent has not paid the rent of the subject property from 15 December, 2020. The Respondent is occupying the subject property without paying the rent to the Claimant. The Respondent has made clear admissions in its Statement of Defence, reply to the interrogatories; and in cross-examination which are detailed as hereunder...

77. Admissions of the Respondent in its Statement of Defence

(i) The Respondent in reply to para 1 of the Statement of Claim has not denied the execution of the Lease Deed and the Supplementary Lease Deed which proves the relationship of the lessor and lessee between the parties. Para 1 of the Statement of Claim and Respondent's reply to para 1 are reproduced hereunder: -

Para 1 of the SoC

"The present arbitration relates to disputes that have arisen between the Claimants and the Respondent under and in relation to Lease Deed dated 17 December 2015 ('Lease Deed') and Supplementary Lease Deed dated 20 December 2019 ('Supplementary Lease Deed')."

Para 1 of the SoD

"That the contents and averments made in Para No.1 of the SOC under the heading overview are matter of record. However, it is reiterated that the acts and omissions on the part of the claimants resulted in the dispute, which could have been easily avoided if the claimants had done their part of obligation properly."

(ii) The Respondent admitted the contents of para 15 to 17 of the Statement of Claim as matter of record. Para 15 to 17 of the Statement of Claim and para 8 of the Respondent's Statement of Defence are reproduced hereunder: -

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Para 15 of the SoC

"The Claimants are the owners of Plots collectively admeasuring approximately 2167 square yards and contained thereon a building for running a hospital."

Para 16 of the SoC

"Initially, Plot No.1 was owned exclusively by Late Mr. Dr. Bharat Bhushan Sahi and Plot No. 2 was owned by Late Mr. Dr. Bharat Bhushan Sahi and the Claimants in equal proportion."

Para 17 of the SoC

"Late Mr. Dr. Bharat Bhushan Sahi died intestate on 28.08.2019. The Claimants being his only class-I heirs, inherited his share in the Plots in equal proportion. Therefore, the Plots are now jointly owned by the claimants in equal proportion."

Para 8 of the SoD

"That contents and averments made in para no. 15 to 17 of the SoC under the heading overview are matter of record. That the contents of the para under reply clearly establishes the fact that the initial understanding was to build/construct a building on the plots in question and thereupon run a hospital from the constructed building. It was with this intention Mr. Bharat Bhushan Sahi collaborated with the respondent and thereafter agreement



dated 17.12.2015 executed, which though was given the name of lease deed instead of collaboration agreement"

(iii) The Respondent has not disputed the contents of paras 19 to 20 of the Statement of Claim which are reproduced hereunder: -

Para 19 of the SoC

"The Claimants based on the representations made by the Respondent through its Directors, believing it to be true and correct, agreed to entered into the lease Deed with the Respondent Company."

Para 20 of the SoC

"Accordingly, on 17 December 2015 the lease Deed was executed by and between the Claimants abovenamed on one hand and the Respondent on the other. The Claimants under the said lease Deed being the lessors agreed to lease the Plots to the Respondent being the lessors, subject to the terms and conditions contained more particularly in the said lease Deed."

(iv) The Respondent has admitted the contents of para 23 of the SoC to be matter of record which amounts to a clear admission of the Respondent with respect to the relationship of Lessor and Lessee. Para 23 of the SOC and Para 11 of the Sod are reproduced hereunder:

Para 23 of the SoC

"As per the terms and conditions set out in the Lease Deed, the Claimants, before handing over the possession of the Plots to the Respondent, would undertake renovation. Thereafter, after completion of the basic works and construction completion, the plots were to be handed over to the lessee's/Respondents for carrying out the "Fit Out"."

Para 11 of SoD

"That the contents and averments made in para No.23 of the SoC under the heading Background are matter of record."

(v) The Respondent has admitted para 24 of the SoC to be matter of record which amounts to the admission of the terms of the lease and relationship between the parties. Para 24 of the SoC and para 12 of the SoD are reproduced hereunder: -

Para 24 of the SoC

"The Clause 3.1 of the Lease Deed stipulated payment of a monthly Rent/Lease amount of INR.27,00,000/- (Twenty-Seven Lakhs Only) for the first 3 years starting from the commencement date as defined under the Lease deed. In this regard, it is relevant to note that "commencement date" as under the Lease Deed is deemed to be the date on which: (i) "Fit Out" work has been completed; and (ii) the conversion permit for use of the property as a hospital has been procured. Further, the Lease Deed clarified that such commencement date, unless otherwise agreed between the Parties shall not be later than 31 December 2017."

Para 12 of the SoD

"That the contents and averments made in para no.24 of the SOC are the matter of record."

(vi) The Respondent has admitted the contents of para 25 and 26 of the SoC to be matter of record and has thereby admitted the relationship between the parties by execution of the Supplementary Lease Deed. Para 25 and 26 of the SoC and Para 13 of the SoD are reproduced hereunder:-

Para 25 of the Soc

"Subsequently, after the unfortunate demise of Late Mr. Dr. Bharat Bhushan Sahi, the Claimants became the joint owners of both the Plots and entered into a supplementary lease deed."

Para 26 of the SoC

"Accordingly, a supplementary lease deed dated 20.12.2019 was executed by and between the Claimants and the Respondent ("Supplementary Lease



Deed"), The Lease Deed and the Supplementary Lease Deed are collectively referred to as ("Agreements") hereinafter."

Para 13 of the SoD

"That the contents and averments made in para 25 & 26 of the SOC are the matter of record."

(vii) The Respondent has admitted paras 43 and 44 of the SoC to be matter of record which contains clear admission of the Respondent to pay the monthly rent of Rs.27,00,000/- to the Claimants. Paras No.43 and 44 of the Statement of Claim and para No.20 of the Statement of Defence are as under: -

Para 43 of the SoC

"On various occasions, including on 07 December 2020, the Claimants requested the Respondent to pay monthly Rent/Lease amount as stipulated under the Agreement i.e., INR. 27,00,000/- (Twenty-Seven Lakhs) per month."

Para 44 of the SoC

"Admittedly, the Respondent vide email dated 14th December, 2020, through its Director, Dr. Najam Ashraf, assured that entire amount due as against the monthly Rent/Lease would be paid from 15th March, 2021 onwards. The Petitioner's state that this constitutes an admission of liability in so far as payments are due from the Respondent to the Claimant's being the monthly Rent/Lease payable under the Agreements."

Para 20 of the SoD

"That the contents and averments made in Para 43 & 44 of the SOC are the matter of record. However, the said emails have to be read in the light of the surrounding circumstances, when the same was exchanged between the parties and could never be deemed to be an admission on the part of the Respondent."

78. *Admissions of the Respondent in reply to the Claimant's interrogatories*

- (i) RW-1 in reply to Interrogatory No.4 admitted the execution of the Lease Deed dated 17th December, 2015 and Supplementary Lease Deed dated 20th December, 2019.
- (ii) The Claimants questioned RW-1 with respect to the documentary proof of the basic understanding in Interrogatory No.6. RW-1 referred to the payments made to MCD and other Authorities for approval and sanction; payments made for construction and development of the building and efforts made to get the property de-sealed as the documentary proof of collaboration.
- (iii) RW-1 in reply to Interrogatory No.9 admitted the payment of Pre-rent period fee paid by the Respondent to the Claimants.
- (iv) RW-1 in reply to Interrogatory No.10 admitted the monthly rent of Rs.27,00,000/- payable by the Respondent to the Claimants.
- (v) RW-1 admitted the payment of six month's advance rent of Rs.1,62,00,000/- to the Claimant.
- (vi) RW-1 in reply to Interrogatory No.33 admitted bringing new investors to invest and also arranged one meeting of the Claimants with the investor.

79. *Admissions of the Respondent in cross-examination*

- (i) RW-1 in his cross-examination admitted that the Lease Deed dated 17th December, 2015 contains the terms and conditions which have



- been mutually agreed between the parties and RW-1 had thoroughly read and understood the same.
- (ii) RW-1 admitted that the Lease Deed dated 17th December, 2015 is final and contains all the agreed terms and conditions.
 - (iii) RW-1 further admitted having executed the Supplementary Lease Deed dated 20th December, 2019 on mutually agreed terms and conditions.
 - (iv) RW-1 admitted that he neither raised any objection of pressure nor made any complaint.
 - (v) RW-1 admitted that under the revised terms, the Respondent was required to pay monthly Lease rent from 1st June, 2020.
 - (vi) RW-1 admitted that there is no written document of the understanding between parties with respect to the collaboration.

80. At this stage, it is also important to note that the Lease Deed dated 17th December, 2015 is registered whereas the Supplementary Lease Deed dated 20th December, 2019 is unregistered although both these documents are compulsorily registrable. In that view of the matter, the Supplementary Lease Deed dated 20th December, 2019 can be looked into only for collateral purposes.

81. The Respondent has raised false defence before this Tribunal that the Lease Deed reflects a relationship of joint venture/collaboration between the parties. The Respondent is a dishonest tenant who is squatting over the Claimant's property and has raised a false defense to neither pay the rent nor vacate the subject property."

25. It emerges from the record that the Petitioner does not deny the Lease Deed dated 17.12.2015 or its termination by the Respondents. In fact, it is on the basis of the unambiguous and unequivocal admission of the Lease Deed by the Petitioner that the learned Arbitrator rendered the impugned award.

26. The main limb of the Petitioner's argument is that its relationship with the Respondent pertaining to the subject property was collaborative and that the Petitioner had invested huge amounts into the subject property, the benefits of which it cannot reap owing to the termination of the lease.

27. In view of Clause 10.4 of the lease deed, it is explicit that the relationship between the parties was that of a lessor and lessee, and



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nothing more. Additionally, it was also admitted by the Petitioner before the Arbitrator that there was nothing in writing to substantiate that the lease deed was effectively a collaborative venture. Although, the law of evidence may not be strictly applicable in arbitral proceedings, however, courts have held time and again that Section 19 of the Act is not prohibitory in nature, rather it encourages the arbitral tribunal to draw sustenance from the fundamental principles underlying the CPC or the Indian Evidence Act, 1872⁹. In this regard, the Supreme Court in **Srei Infrastructure Finance Ltd. v. Tuff Drilling (P) Ltd.**¹⁰, observed as follows:

“17. Section 19 of the Act provides for determination of rules of procedure. Sub-section (1) of Section 19 provides that the Arbitral Tribunal shall not be bound by the Code of Civil Procedure, 1908 or the Evidence Act, 1872. The words “Arbitral Tribunal shall not be bound” are the words of amplitude and not of a restriction. These words do not prohibit the Arbitral Tribunal from drawing sustenance from the fundamental principles underlying the Civil Procedure Code or the Evidence Act but the Tribunal is not bound to observe the provisions of Code with all of its rigour. As per sub-section (2) of Section 19, the parties are free to agree on the procedure to be followed by the Arbitral Tribunal in conducting its proceedings.”

(emphasis supplied)

28. The aforesaid view has also been undertaken in **Pradyuman Kumar Sharma v. Jayasagar M. Sancheti**¹¹ by the Bombay High Court, whereby it was observed that *“though the arbitrator is not bound by CPC or the Evidence Act, the principles of CPC and Evidence Act are applicable to even arbitration proceedings”*. Further, even this Court in **Direct News Pvt. Ltd. v. DTS Travels Pvt.**

⁹ “IEA” hereinafter

¹⁰ (2018) 11 SCC 470

¹¹ 2013 SCC OnLine Bom 453



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*Ltd.*¹², also opined that “its trite that the fundamental principles of the said enactment would serve as a guide for the Arbitral Tribunal to evaluate the material and draw its conclusions.”

29. Keeping in view the applicability of the underlying principles of IEA, the contention of Mr. Rai that the relationship between the parties is actually collaborative, has to be excluded in view of Section 91 and 92 of IEA¹³ since there is no written document to demonstrate the collaborative nature and on the contrary, there is explicit documentary evidence of the contents of the lease deed, particularly Clause 10.4 of the deed along with the unambiguous admission of the Petitioner.

30. It is also of significance that the petitioner has not challenged the validity of the termination of the lease deed.

31. Accordingly, in the absence of an explicit challenge to the validity of the termination of the lease deed, the lease deed stands duly revoked, rendering the petitioner an illegal occupant. Such wrong cannot be perpetuated merely on account of pendency of proceedings.

32. It is also borne out that the learned Arbitrator, after perusing the evidence and examining witnesses, has come to the conclusion that the termination was legal and valid. Based on the aforesaid, coupled with the unambiguous admission by the Petitioner, the learned Arbitrator directed the Petitioner to hand over possession of the subject property.

¹² FAO(COMM) 53/2025, decided on 03.03.2025

¹³ Corresponding to Sections 94 and 95 of Bharatiya Sakshya Adhiniyam, 2023



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33. Therefore, the threshold of interference under Section 34 is not made out since the learned Arbitrator arrived at his decision upon examination of the material on record furnished by both parties and examination of witnesses. It is evident from the record that the Petitioner was able to present its defence and there is no material irregularity in the procedure. The Petitioner has not brought out any patent illegality in the impugned award or highlighted any conflict with public policy of India and such other grounds necessitating interference of this Court under Section 34 of the Act¹⁴.

34. Section 19 of the Act empowers the Arbitral Tribunal to determine the admissibility and weight of any evidence. In the present case, the learned Arbitrator largely based his decision on the clear admission of the Petitioner and lack of the presence of a written document demonstrating a collaborative relationship between the parties. Courts exercising jurisdiction under Section 34 do not sit in appeal over such decisions, provided that the procedure adopted by the Arbitrator is just, fair and in accordance with principles of natural justice.

35. Adverting to the remaining contentions, it was also argued that the supplementary lease deed was unregistered and it records that the basic work which was to be undertaken by the Respondent was not completed as on 30.11.2018. These averments, in my view, do not attract relief under Section 34. Further, the aspect of non-registration

¹⁴ OPG Power Generation (P) Ltd. v. Enxio Power Cooling Solutions (India) (P) Ltd., (2025) 2 SCC 417



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of the Supplementary Lease Deed is a question of fact that I cannot go into.

36. Adverting to the precedents relied upon by the learned Senior Counsel for the Petitioner, para 14 of the decision in ***Indian Farmers Fertilizer Cooperative Ltd. (supra)*** reiterates that “partial award” and “interim award” is often used interchangeably and that both partial and interim awards are amenable to challenge under Section 34. The finding in para 14 of the decision in ***Paul Rubber Industries Pvt. Ltd. (supra)*** is also well-settled and not disputed. However, the aforesaid does not aid the case of the Petitioner since this Court does not sit in appeal over the decision of the arbitrator and cannot substitute its view merely because another view is plausible. This Court cannot re-appreciate facts under Section 34 of the Act. In the present case, pertinently, there is a categorical admission of the Petitioner with respect to the Lease Deed and its termination.

37. The reliance placed on ***Khurana Educational Society (supra)*** and ***Evergreen Land Mark Ltd. (supra)*** is of no avail since the inquiry of this Court is circumscribed under Section 34 of the Act. Additionally, decision in ***Evergreen Land Mark Ltd. (supra)*** lies on a different factual footing than from the present case, it pertains to an already running business and the liability to pay rent during COVID-19 lockdown was to be adjudicated. It is trite that judgments cannot be read like Euclid’s theorem and must be considered keeping in mind the facts and circumstances of the matter at hand.

38. In view of the above, I find no ground to interfere with the



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arbitral award at this stage, particularly since no ground is made out warranting interference under Section 34 of the Act and that the arbitral proceedings are at the final stage.

39. Accordingly, the petition stands dismissed. Pending application(s), if any, stand disposed of. No order as to costs.

40. In the interest of justice, learned Arbitrator is requested to expedite the arbitration proceedings.

OM PRAKASH SHUKLA, J.

JULY 22, 2026/at/pa/gunn