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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010464432026**+ **O.M.P.(I) (COMM.) 443/2026****AMAZON SELLER SERVICES PRIVATE LIMITED**

.....Petitioner

Through: Mr. Akhil Sibal, Sr. Advocate
with Mr. Krishnesh Bapat, Mr.
Mridul Tiwari, Mr. Ravish
Kumar, Ms. Nidhi Raj Bindra,
Mr. Siddharth, Ms. Bhavya
Sehgal and mr. Arjit Mishra,
Advocates.

versus

GOODLUCK BUILDTECH PRIVATE LIMITED & ORS.

.....Respondents

Through: Mr. Rajiv Nayar, Sr. Advocate
with Mr. Abhijit Mittal and Mr.
Shreyas Maheshwari,
Advocates for R-1 and 2.
Mr. Anukalp Jain and Ms.
Nishtha Nanda, Advocates for
R-3.

CORAM:**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

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28.09.2026**I.A. 26747/2026 (Exemption from filing typed copies)****I.A. 26748/2026 (Exemption from filing certified copies)**

1. Exemptions allowed, subject to all just exceptions.
2. The applications stand disposed of.

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3. The Petitioner has filed the present petition under Section 9 of



Arbitration and Conciliation Act, 1996 seeking the following reliefs:

- “i. Pass an order directing the Respondents, their directors, officers, employees, agents, security personnel and all persons acting through or under them, to forthwith permit unhindered and unrestricted access to the Premises to the Petitioner and to its officers, employees, authorized representatives, agents, contractors and vendors, for the purpose of inspecting, dismantling, decommissioning, packing, transporting and removing the Petitioner’s Assets;*
- ii. Pass an order of interim injunction restraining the Respondents, their directors, officers, employees, agents, security personnel and all persons acting through or under them, from in any manner obstructing, hindering, restricting or interfering with the access of the Petitioner to the Premises, or with the removal of the Petitioner’s assets;*
- iii. Pass an order directing the Respondents to provide uninterrupted supply of the water, electricity and other utilities to the Petitioner at the Premises for completing all the processes for vacating the Premises as per the terms and conditions of the Lease Deed;*
- iv. Pass an order of interim injunction restraining the Respondents, their directors, officers, employees, agents and all persons acting through or under them, from selling, alienating, transferring, encumbering, removing, damaging, destroying, or in any manner dealing with or creating any third-party rights or interests in the Petitioner's assets;*
- v. Appoint a Local Commissioner to visit the Premises, to prepare a detailed inventory of the Petitioner's Assets lying therein, to record their present condition, and to submit a report to this Hon’ble Court;*
- vi. Pass ad-interim ex parte orders in terms of prayers (i) to (iv) above, pending the hearing and final disposal of the present petition; and*
- vii. Pass such other and further orders as this Hon'ble Court may deem fit and appropriate in the facts and circumstances of the case.”*

4. The facts of the matter would reveal that the Petitioner and Respondent No. 1 executed a registered Lease Deed dated 27.06.2022 in respect of *Block C, Horizon Urban Logistics Park, Nangli Puna,*



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*Alipur, Delhi*¹.

5. It is submitted that under Clauses 3.1 and 3.2 of the Lease Deed, the Lessor was required to provide dry Access by 15.02.2023 and procure Occupancy Certificate, Fire and utility connections.

6. It is submitted that the aforesaid obligations were not fulfilled within time, resulting in termination of the Lease Deed by notice dated 02.04.2026 and invocation of an indemnity claim of approximately Rs. 182.50 crore.

7. The Respondents dispute the termination and attribute the delay to *force majeure*, which the Petitioner contests on the ground that no notice under Clause 25.3(a) was ever issued.

8. The cause of action for the present Section 9 petition arose when following the termination, the Petitioner commenced dismantling and removal of fixtures and fit-outs, stated to be worth approximately Rs. 120 crore, and the Respondents allegedly restricted access to the subject premises.

9. The present petition accordingly seeks interim protection against further obstruction and uninterrupted access to the Premises for removal of the Petitioner's assets.

10. Learned Senior Counsel for Respondent No. 1 has made a statement at bar that Respondent No. 1 shall not obstruct or interfere with the Petitioner's ingress to and egress from the premises for a period

¹ "subject premises" hereinafter



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of four weeks from today.

11. At this stage, Learned Senior Counsel for both the parties, by consent, have waived their contractual and formal procedure under the Act and agree for appointment of a Sole Arbitrator. However, learned counsel appearing for Respondent No. 3 submits that he is not a necessary party to the proceedings and that the arbitration proceedings cannot be invoked against him. Learned Senior Counsel appearing for the Petitioner, however, seeks liberty to implead Respondent No. 3 as a party before the Tribunal.

12. The liberty as prayed is granted.

13. In view of the parties' mutual consent to refer the dispute forming the subject matter of the present petition to arbitration, this Court considers it appropriate that commencement of arbitral proceedings shall not be delayed.

14. Accordingly, Mr. S. Ravindra Bhat, (Retd. Judge, Supreme Court of India) (Mob. No.9818000160) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within one week from today.

15. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within one week of entering reference.



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16. Accordingly, the present petition filed under Section 9 of the Act shall be treated as an application under Section 17 of the Act and the same shall be considered and decided by the Sole Arbitrator after entering into reference within two weeks.

17. The learned Sole Arbitrator shall be entitled to the fee structure as may be mutually agreed upon between the parties and the learned Sole Arbitrator.

18. It is clarified that the observations made herein are only for the purpose of deciding the present petition. The learned Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

19. The Registry is directed to send a receipt of this order to Mr. S. Ravindra Bhat, learned Arbitrator through all permissible modes including email.

20. It shall be open to the parties to raise all pleas and objections before the learned Sole Arbitrator, including but not restricted to those pertaining to arbitrability, jurisdiction, and the claim for holding charges etc., who shall decide the same in accordance with law.

21. Towards the conclusion of proceedings, learned Senior Counsel for the Petitioner also seeks leave of this Court that a Local Commissioner be appointed for joint inspection and to prepare the inventory. The learned Senior Counsel for Respondent No.1 does not object to the same.



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22. Accordingly, Mr. Abhishek Kumar Shukla, Advocate (Mob. No.9555800353), is appointed as Local Commissioner to visit the subject premise, within a period of one week from today.

23. The Local Commissioner shall conduct an inspection in the presence of representatives of both parties and prepare an inventory of the Petitioner's assets lying therein, including, fixtures and fittings and record their present physical condition, and take photographs and videographs documenting the inspection.

24. The Local Commissioner shall record any observations or objections raised by either party concerning the inventory or condition of the assets and submit a report, together with the inventory and photographic or videographic record, to the Arbitral Tribunal within one week of executing the Commission, after furnishing copies to learned counsel for both parties.

25. Both parties shall extend full cooperation and provide unhindered access to the premises and assets. The fee of the Local Commissioner is fixed at Rs. 2,00,000/-, apart from reasonable incidental expenses, to be borne by the Petitioner and paid before execution of the Commission. The Petitioner shall also arrange transport and photography of the premises.

26. The Registry is directed to send a receipt of this order to Mr. Abhishek Kumar Shukla, Local Commissioner.

27. Needless to state, the Petitioner shall be at liberty to claim reimbursement of the fee and expenses paid to Local Commissioner in



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the arbitral proceedings, subject to the final determination of costs by the Arbitral Tribunal.

28. The petition is disposed of in the above terms.

29. *Dasti* under the signatures of the Court Master.

OM PRAKASH SHUKLA, J

SEPTEMBER 28, 2026/pa