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

+ **ARB.P. 118/2026**

GRAND SLAM FITNESS PRIVATE LIMITEDPetitioner

Through: Mr. Pranav Gupta, Ms. Unnati Chauhan, Ms. Sanchita Jain, Mr. Ansh Kulshrestha, Advs.

versus

HEALTHPRO ENTERPRISERespondent

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **16.01.2026**

I.A. 1153/2026 & 1154/2026 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 118/2026 & I.A. 1155/2026

1. This is an application under Section 11(6) of the Arbitration & Conciliation Act, 1996, seeking appointment of an Arbitrator for adjudicating the disputes which have arisen between the parties under the Franchise Agreement dated 01.03.2025 [**“Agreement”**].
2. Material on record indicates that under the Agreement, the Respondent was *inter alia* required to pay a non-refundable franchise license fee of Rs. 15 lakhs and procure equipment exclusively from the Petitioner.
3. It is stated that the Agreement was terminated by the Petitioner/Franchisor on 17.09.2025, as disputes arose between the parties



due to the failure on part of the Respondent/Franchisee to clear the outstanding royalty fee payments and clear the outstanding dues within the contractual period prescribed under the Agreement.

4. It is stated that a notice under Section 21 of the Arbitration & Conciliation Act was issued by the Petitioner on 18.09.2025, which has not been replied to by the Respondent and therefore the Petitioner has approached this Court by filing the instant Petition.

5. Clause 12 under the Agreement is the arbitration clause, which specifies that the seat of arbitration is in Delhi.

6. Issue notice.

7. On taking steps, let notice be issued to the Respondent through all permissible modes, including *dasti*.

8. List on 19.02.2026.

SUBRAMONIUM PRASAD, J

JANUARY 16, 2026

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