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

+ ARB.P. 208/2013

ANIL KUMAR GUPTA

..... Petitioner

Through Mr.Arpit Gupta, Adv.

versus

AMR INFRASTRUCTURES LTD

..... Respondent

Through None

+ ARB.P. 209/2013

BHAWANA GUPTA

..... Petitioner

Through Mr.Arpit Gupta, Adv.

versus

AMR INFRASTRUCTURES LTD

..... Respondent

Through None

CORAM:

HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER

% **20.05.2013**

I.A.No.8202/2013 (exemption) in Arb.P.No.208/2013 and
I.A.No.8204/2013 (exemption) in Arb.P.No.209/2013

Exemption allowed, subject to just exceptions.

The applications are disposed of.

I.A.No.8203/2013 in Arb.P.No.208/2013 and
I.A.No.8205/2013 in Arb.P.No.209/2013

The abovementioned applications have been filed by the respective petitioners for condonation of delay of 66 days in re-filing the petitions.

For the reasons stated in the applications, the same are allowed and the delay in re-filing is condoned.

The applications are disposed of.

Arb.P.No.208/2013 & Arb.P.No.209/2013

The abovementioned petitions have been filed by the respective petitioners, namely Anil Kumar Gupta and his wife Bhawana Gupta, under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.

The facts are common in both the matters. Therefore, these petitions are decided together.

The petitioners in both the matters issued notices dated 3rd August, 2012 under Section 11 of the Act for invoking the arbitration relying upon the MOU dated 26th August, 2009. The contention of the petitioners is that there is no compliance on behalf of the respondent with regard to the terms and conditions of the said MOU. The notices of the petitioners were replied by the respondent, who is relying upon the Compromise Deed dated 21st December, 2011. The contention of the respondent in the reply is that nothing has been due as all the issues raised have already been settled by virtue of the Compromise Deed dated 21st December, 2011 after the MOU in question.

During the course of the hearing, learned counsel for the petitioners has admitted that the Compromise Deed is signed by his respective clients. He has also admitted that his clients have received the payment in terms of the Compromise Deed. Admittedly, the Compromise Deed is subsequent to the period of the MOU. In view thereof, it appears that there is no dispute remains between the parties which could be adjudicated by the Arbitrator. Since there is no live dispute

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between the parties, the petitions are totally misconceived and the same are accordingly dismissed.


MANMOHAN SINGH, J.

MAY 20, 2013/ka