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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 239/2018

BST COMMUNICATION LLP

..... Petitioner

Through: Mr. Pramod Kumar, Adv

versus

AMR INFRASTRUCTURES LIMITED & ANR..... Respondents

Through: Mr. Abhishek Anand with Mr. Tushar
Tyagi, Advs for Resolution
Professional

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

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15.02.2019

1. There is no dispute that a Resolution Professional (R.P.) has been appointed by the NCLT, Principal Bench.
2. Mr. Abhishek Anand, Advocate, appears on behalf of the R.P.
3. The R.P. is, one, Mr. Vikram Bajaj.
4. The record shows that the arbitration agreement is contained in a tripartite contract dated 03.12.2015. The petitioner and respondent no. 1 and 2 are the parties to the tripartite contract.
5. In these circumstances, these proceedings cannot continue in view of provisions of Section 14(1)(a) of the Insolvency Bankruptcy Code, 2016.

6. The petition is closed with liberty to approach this Court, if necessary, in accordance with law.
7. At this stage, counsel for the petitioner seeks leave to approach the R.P. with his claim.
8. Needless to say, if the petitioner approaches the R.P., he will deal the same in accordance with law.

RAJIV SHAKDHER, J

FEBRUARY 15, 2019

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