

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION (L) NO. 4321 OF 2020**

Ramnik Kaur Dhillon	...Petitioner
<i>Versus</i>	
Arrow Engineering Ltd	...Respondent

WITH

ARBITRATION PETITION (L) NO. 4322 OF 2020

Deepak Kumar Tyagi	...Petitioner
<i>Versus</i>	
Arrow Engineering Ltd	...Respondent

WITH

ARBITRATION PETITION (L) NO. 4323 OF 2020

Vijay Laxmi Tyagi	...Petitioner
<i>Versus</i>	
Arrow Engineering Ltd	...Respondent

Mr Rajendra Mishra, *with Mukesh Gupta, i/b Solicis Lex, for the Petitioner.*
Mr Vineer Malhotra, *Authorized Representative, on behalf of the Respondent, present in person.*

CORAM: G.S. PATEL, J
(Through Video Conference)
DATED: 12th October 2020

PC:-

Shephali
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1. Heard through video conferencing.
2. The Applications are all under Section 29A of the Arbitration and Conciliation Act 1996. There is the usual prayer (prayer clause 'a') for an extension of the arbitral mandate. But there is also a second prayer (prayer clause 'b') which asks for substitution of the Arbitrator, apparently invoking the provisions of Section 29A (6) of the Arbitration and Conciliation Act 1996.
3. The background is this. Disputes arose between the parties regarding an agreement dated 4th September 2009. The Petitioner filed Arbitration Application No. 92 of 2016. On 30th June 2016, by consent of parties, this court appointed a Senior Advocate of this Court as the sole Arbitrator.
4. It seems that before the Arbitrator the matter has proceeded to the stage where two witnesses of the Claimant have been cross-examined. In the meantime, the Respondent was apparently incarcerated. There were some criminal actions against him. His accounts are said to have been frozen. The consequence was that there was a delay or default in payment by the Respondent of the Arbitrator's fees—or so the Petitioner claims. The Respondent is present in person today. He denies that there was any such default. He does mention that the Advocates appearing for him in the arbitration have recently taken a discharge and have returned the papers. He has no objection to an extension of the arbitral mandate but states that he will need time to engage fresh legal representation.

5. It is true that Section 29A (6) states that while extending time under sub-section (4), it is open to the Court to substitute one or all of the Arbitrators. But this does not mean that a Court is bound to make any such substitution. I am unable to understand the argument by the Petitioner that since the fees of the learned sole Arbitrator are allegedly excessive, although they were made known in advance, and since the Respondent is allegedly in default, therefore, the Arbitrator should be substituted. To my mind, this furnishes no ground at all for any such substitution. In any case, this allegation is denied by Mr Malhotra representing the Respondent today. Merely casting aspersions on the Respondent and attributing ill-motives to him is no reason to justify the substitution of an Arbitrator.

6. I will extend the time for completion of the arbitration by one year until 1st November 2021. The reason for this longer extension is that all arbitrations have been interrupted on account of Covid and the pandemic, plus there is the fact that the Arbitrator will have to take into account the request of the Respondent for some time to engage new lawyers.

7. The Petitions are disposed of accordingly. There will be no order as to costs.

8. This order will be digitally signed by the Private Secretary of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

(G. S. PATEL, J)