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

+ O.M.P. (T) (COMM.) 95/2019 & I.A. 16628/2019 (stay)

IBOT CONTROL SYSTEMS (INDIA) PVT LTD Petitioner
Through Mr. Krishna Dev S., Adv. with
Ms. Bhabna Das, Adv.

versus

LUMINOUS POWER TECHNOLOGIES PVT LTD.

..... Respondent

Through Mr. Aruj Dhingra, Adv.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

% **12.02.2020**

1. The present petition under Sections 14 and 15 of the Arbitration and Conciliation Act (hereinafter referred to as “the Act”) seeks the following reliefs:

“(a) Pass an Order under Section 14(2) of the Arbitration and Conciliation Act, 1996, terminating the mandate of the Ld. Sole Arbitrator, being Shri Alok Shukla, Advocate, unilaterally appointed by the Respondent herein;
or

(b) In the alternative:

(i) Pass an Order under Section 14(2) read with Section 14(1) of the Arbitration and Conciliation Act, 1996, terminating the mandate of the Ld. Sole Arbitrator, being Shri Alok Shukla, Advocate, and substituting him with an

independent and impartial Sole Arbitrator appointed by this Hon'ble Court; and

(ii) Grant the Petitioner liberty to raise all jurisdictional objections available to it under law before the Ld. Arbitrator so appointed in terms of prayer (b)(i) above; and

(c) Pass any other or further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.”

2. The learned counsel for the petitioner submits that the respondent had issued three Purchase Orders dated 16.11.2015, 02.08.2016 and 02.08.2016 on the petitioner and even though the said purchase orders were never signed by the petitioner, upon disputes having arisen between the parties, the respondent has unilaterally appointed Mr. Alok Shukla, Advocate as the sole Arbitrator to adjudicate the disputes. He submits that appointment of Mr. Alok Shukla is in the teeth of the judgment of the Supreme Court in the case of *Perkins Eastman Architects DPC vs. HSCC (India) Ltd.*, 2019 SCC Online 1517 and the petitioner, therefore, made repeated requests to the said Arbitrator to not proceed with the matter. He, therefore, prays that this court appoint an Arbitrator for adjudication of the disputes between the parties arising out of the aforesaid three purchase orders.

3. Upon notice being issued, learned counsel for the respondent enters appearance and fairly submits that, without prejudice to its rights and contentions and in any manner admitting the contents of the present petition, the respondent has no objection to the appointment of an independent Arbitrator by this Court.

4. Accordingly with the consent of the parties and keeping in view the

decision in *Perkins Eastman Architects DPC (supra)*, the mandate of Mr. Alok Shukla, Advocate, Arbitrator appointed by the respondent, is terminated and Mr. Amit Pal Gambhir, Advocate (Mob:9810082347) is appointed as the Sole Arbitrator to adjudicate the disputes and differences which have arisen between the parties. It is made clear that this Court has not examined the merits of the rival stands taken by the parties, it will, therefore, be open for both the parties to take all permissible pleas before the learned Arbitrator.

5. It is made clear that the termination of the mandate of Mr. Alok Shukla, Advocate as the Arbitrator would not in any manner reflect on his impartiality and competency.

6. The arbitration shall be conducted under the aegis of Delhi International Arbitration Centre (DIAC). The fees of the learned arbitrator shall be in accordance with the Schedule of fees prescribed under the Delhi High Court Arbitration Centre (Administrative Costs and Arbitrators' Fees) Rules.

7. Before commencing arbitration proceedings, the Arbitrator will ensure compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

8. The petition is allowed in the aforesaid terms.

9. A copy of this order be sent to Delhi International Arbitration Centre (DIAC) as also to the learned Arbitrator.

REKHA PALLI, J

FEBRUARY 12, 2020

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