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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **OMP(T)(COMM)54/2020, I.As. 8318/2020 & 8319/2020**

ONE97 COMMUNICATIONS LIMITED

..... Petitioner

Through: Mr. Rohit Jain, Adv.

versus

**ORIX LEASING & FINANCIAL SERVICES INDIA LIMITED &
ANR.**

..... Respondents

Through: Mr. Bharat Chadha, Adv. for R-1

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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21.09.2020

This matter is being heard through video-conferencing.

I.A. 8319/2020 (for exemption)

Exemption allowed subject to all just exceptions.

Application stands disposed of.

OMP(T)(COMM)54/2020, I.A. 8318/2020

1. The present petition has been filed by the petitioner with the following prayers:

“It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to:

a) allow the present petition of the petitioner company under section 12(5) read with Section 14(1) and (2) read with Section 15 of The Arbitration and Conciliation Act, 1996 (as amended up to date) and terminate arbitration proceedings titled as

"Orix Leasing & Financial Services India Ltd. Vs. One97 Communications Ltd. & Anr." pending before Sh.Ashwani Mittal, Sole Arbitrator as same are illegal, void-ab-initio and without jurisdiction;

b) direct the respondent no.1 to approach the Hon'ble High Court of Bombay as per clause 22.1 of the agreement for appointment of sole arbitrator; and

c) pass any other and further relief which the Hon'ble Court deems fit and proper in the circumstances of the case be also awarded to the Petitioner Company."

2. It is a conceded position that the petition has been filed by the petitioner challenging the appointment of Sh. Ashwani Mittal, as Sole Arbitrator on the ground that the Arbitrator could have been appointed through mutual consent and not by the respondent No.1 unilaterally.

3. Mr. Bharat Chadha, learned counsel appearing for the respondent No.1 states that the respondent No.1 intend to withdraw the mandate given to Sh. Ashwani Mittal, as an Arbitrator. He also states that the parties henceforth shall proceed in accordance with the arbitration clause for appointment of an Arbitrator.

4. Noting the said submission, nothing further survives in the petition. Even Mr. Rohit Jain, learned counsel for the petitioner states that the petition and application be disposed of as such. It is ordered accordingly.

V. KAMESWAR RAO, J

SEPTEMBER 21, 2020/aky