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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ ARB.P. 9/2021

GETAMBER ANAND

..... Petitioner

Through: Mr Kartik Nayar and Mr Sarthak
Malhotra, Advocates

versus

RASBEHARI TRADERS

..... Respondent

Through: Ms Pooja M. Saigal, Mr Amrit Kumar
Yadav and Mr Shantanu Chaturvedi,
Advocates.

AND

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+ ARB.P. 13/2021

ATS INFRASTRUCTURE LIMITED

..... Petitioner

Through: Mr Kartik Nayar and Mr Sarthak
Malhotra, Advocates

versus

RASBEHARI TRADERS

..... Respondent

Through: Ms Pooja M. Saigal, Mr Amrit Kumar
Yadav and Mr Shantanu Chaturvedi,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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08.01.2021

[Hearing held through videoconferencing]

1. The petitioners -- Getamber Anand and ATS Infrastructure Limited --
have filed the present petitions under Section 11(6) of the Arbitration and

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been compared and the digital data is as per
the physical file and no page is missing.

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Conciliation Act, 1996 (hereafter 'the Act') seeking appointment of a Sole Arbitrator to adjudicate upon the disputes that are stated to have arisen between the petitioners, in the respective petitions against the common respondent, Rasbehari Traders.

2. The subject matter of the aforementioned arbitration petitions is covered by the following agreements between the parties:-

Arbitration Petition No. 13/2021

- (i) Corporate Guarantee Agreement dated 31.3.2014 executed between Rasbehari Traders and ATS Infrastructure Private Limited;
- (ii) Corporate Guarantee Agreement dated 20.12.2018 executed between Rasbehari Traders and ATS Infrastructure Private Limited;
- (iii) Corporate Guarantee Agreement dated 18.10.2019 executed between Rasbehari Traders and ATS Infrastructure Private Limited

Arbitration Petition No. 9/2021:

- (i) Personal Guarantee Agreement dated 25.7.2014 executed between Rasbehari Traders and Mr. Getamber Anand;
- (ii) Personal Guarantee Agreement dated 20.12.2018 executed between Rasbehari Traders and Mr. Getamber Anand; and
- (iii) Personal Guarantee Agreement dated 18.10.2019 executed between Rasbehari Traders and Mr. Getamber Anand.

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3. There are also Investment Agreements between the three named parties, ATS Infrastructure Private Limited, Geetamber Anand and Rasbehari Traders as mentioned:

(i) Investment Agreement dated 31.3.2014 amongst three named parties, ATS Infrastructure Private Limited, Geetamber Anand and Rasbehari Traders;

(ii) Supplemental Agreement dated 30.4.2018 amongst three named parties, ATS Infrastructure Private Limited, Geetamber Anand and Rasbehari Traders;

(iii) Second Supplemental Agreement dated 18.12.2018 amongst the three named parties, ATS Infrastructure Private Limited, Geetamber Anand and Rasbehari Traders;

(iv) Third Supplemental Agreement dated 18.10.2019 amongst the three named parties, ATS Infrastructure Private Limited, Geetamber Anand and Rasbehari Traders

The mentioned 10 agreements have respective Arbitration Clauses with the Investment Agreement dated 31.3.2014 provides for reference of Arbitration to an Arbitral Tribunal.

4. The Parties have, without prejudice to the respective contentions on merits of the disputes including claims for damages, and the stand of Rasbehari Traders that it is not a part of the Dalmia Group, have consented to the disputes arising out of the aforesaid Agreements being referred for arbitration before Hon'ble Mr. Justice Swatanter Kumar, Former Judge of the Supreme Court, as the Sole Arbitrator.

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5. Accordingly, with the consent and at the instance of the parties, this Court appoints Hon'ble Mr. Justice Swatanter Kumar, Former Judge of the Supreme Court (Address: A-118, 2nd Floor, Defence Colony, New Delhi-110024; Phone- +91 9560413636) as the Sole Arbitrator to adjudicate all disputes and differences arising between all the parties in connection with/or in relation to three sets of agreements as set out hereinabove. The reference to subject disputes in relation to agreements covered in each petition shall be treated as separate references and arbitral proceedings in relation to each of the two sets of agreements, would be separate arbitral proceedings. The appointment of the learned Arbitrator is subject to the Arbitrator making a disclosure under Section 12(1) of the Act and not being disqualified under Section 12(5) of the Act.

6. The petitions are allowed in the aforesaid terms.



VIBHU BAKHRU, J

JANUARY 8, 2021
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