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

% ***Date of decision: 11.11.2021***

+ **O.M.P. (T) (COMM.) 95/2021**

GIRDHAR IMPEX LIMITED Petitioner

Through **Mr. Farrukh Khan and Mr. Pradeep
Singh Jassal, Advs.**

versus

A AND A AUTOMOBILES PVT LTD Respondent

Through **Mr. Shashank Aggarwal, Adv.**

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

1. For adjudication of disputes with respondent, petitioner has filed the present petition under the provisions of Section 15 of the Arbitration and Conciliation Act, 1996 seeking substitution of appointed sole Arbitrator.
2. Petitioner is the owner of the property bearing plot no. E-7, Sector 63, Noida, Phase-HI, District Gautam Buddha Nagar, U.P., admeasuring 1950 sq.mtrs. (demised premises) which was let out on rent to the respondent under a duly registered Lease Deed dated 15.11.2019. The said Lease Deed has been terminated on account of the breaches committed by the respondent.
3. Petitioner being deprived of his right to physical possession of the

demised premises and also the arrears of rent, approached this Court under Section 9 of the Arbitration and Conciliation Act, 1996 in O.M.P. (I) (Comm.) No.1 of 2021 and this Court disposed off the said petition and granted interim relief in favour of petitioner vide order dated 27.01.2021.

4. Thereafter, petitioner approached this Court under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of Sole Arbitrator and vide order dated 24.03.2021, this Court appointed Mr. Justice (Retd.) B.D. Ahmad sole Arbitrator. However, later the learned Arbitrator has rescued himself from the case and terminated his mandate vide order dated 16.06.2021 and the reasons thereof are reproduced as below :-

“ The matter was fixed for consideration of the Claimant’s application under Section 17 of the Arbitration and Conciliation Act, 1996. However, the learned counsel for the Respondent, in the meanwhile, filed an application with regard to alteration of the fees which had been fixed with the consultation of the counsel for the parties on 28.04.2021.

Since I would not like to get involved in this controversy, I deem it appropriate to withdraw from my office as a Sole Arbitrator. The parties are at liberty to appoint a substitute arbitrator in accordance with law. It is also pertinent to note that the Arbitral Tribunal has not received any payment towards fees or expenses from the parties.”

5. During the course of hearing, learned counsel for parties agreed for

appointment of substituted sole Arbitrator by this Court to adjudicate the disputes between the parties.

6. Accordingly, **Mr. Justice (Retd.) P.K. Bhasin (Mobile 9871300032)** is appointed sole Arbitrator to adjudicate the dispute between the parties.

7. The fee of the learned Arbitrator shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

8. The learned Arbitrator shall ensure compliance of Section 12 of Arbitration and Conciliation Act, 1996 before commencing the arbitration.

9. The petition is accordingly disposed of.

10. A copy of this order be sent to the learned Arbitrator for information.

(SURESH KUMAR KAIT)
JUDGE

NOVEMBER 11, 2021

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