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

% Judgment delivered on: 06.04.2022

+ ARB.P. 954/2021 & I.A. 2251/2022 & 5414/2022

SHRI. DHARMENDER VERMA Petitioner

versus

TAKEN DAS CHABBRA Respondent

+ ARB.P. 182/2022

TAKEN DAS CHHABRA & ANR. Petitioners

versus

DHARMENDER VERMA & ORS. Respondents

+ O.M.P.(I) (COMM.) 377/2020 & I.A. 5403/2022, 5415-16/2022

TAKEN DAS CHABBRA & ANR. Petitioners

versus

DHARMENDER VERMA & ORS. Respondents

Advocates who appeared in this case:

For the Petitioner: Mr. Rajiv Talwar, Mr. Amulya Dhingra and Mr. Diwakar Singh, Advocates for petitioner in Arb.P.182/2022 & OMP (I)(COMM) 377/2020 and respondent in Arb.P.954/2021.

For the Respondent: Mr. Nitin Mittal, Advocate for petitioner in Arb.P.954/2021 and for respondent in Arb.P.182/2022 & OMP (I) (COMM.) 377/2020.



CORAM:-

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Arbitration Petition No.954/2021 has been filed by Sh. Dharmender Verma seeking reference of the disputes with Mr. Taken Das Chhabra both of whom are partners of a partnership firm named Envirozone Instruments & Equipments. Reference of disputes to arbitration is sought in terms of the Deed of Partnership dated 01.04.2017.
2. Arbitration petition No.182/2022 is filed by Mr. Taken Das Chhabra seeking reference of disputes emanating from the same partnership deed. Even though said petitioner has impleaded certain third parties to the petition who are not party to the partnership deed, learned counsel for the petitioner submits that he is restricting his relief to reference of disputes to the Arbitral Tribunal qua the partners only.
3. He submits that other parties were impleaded on account of the fact that there is some breach by the respondent No.1 of the partnership deed and diversion of business to third parties. He however, submits that he reserves the right to file appropriate proceedings against the third parties and to raise the claim before the Arbitral Tribunal of damages for the alleged breach by respondent No.1 and accordingly restricts his prayer to reference of disputes only



qua respondent No.1 to the arbitral tribunal.

4. OMP (I) (COMM) 377/2020 was filed by Taken Das Chhabra against the respondents.

5. On 24.11.2020, in OMP (I) (COMM) 377/2020, a statement was made by the counsels for Taken Das Chhabra and Dharmender Verma that they shall not individually do business with Central Pollution Control Board and the business shall be carried out in the name of the Partnership.

6. The contention on behalf of Mr. Taken Das Chhabra is that there is a breach by Mr. Dharmender Verma of the said statement given to Court and as per his information Dharmender Verma has carried out business with CPCB through third parties *inter-alia* a private limited company in which he is a majority shareholder thereby causing loss to Taken Das Chhabra.

7. This is disputed by learned counsel appearing for Mr. Dharmender Verma who submits that the order dated 24.11.2020 has been strictly complied with.

8. Learned counsel for Taken Das Chhabra submits that he reserves the right of Taken Das Chhabra to additionally raise a claim before the Arbitral Tribunal *inter-alia* for damages and compensation for breach of the undertaking given to the Court.

9. Learned counsel for the parties pray that without prejudice to the rights and contentions of the parties the Arbitral Tribunal be



constituted and the order dated 24.11.2020 be confirmed and be directed to operate during the pendency of the arbitral tribunal.

10. Learned counsel appearing for Taken Das Chhabra submits that there are other reliefs claimed in OMP (I) (COMM) 377/2020 and he reserves the right to take his remedies in accordance with law qua the third parties and also reserves the right to file an application under Section 17 before the Arbitral Tribunal qua Mr. Dharmender Verma.

11. In view of the above, the partners of the partnership firm under the Partnership Deed dated 01.04.2017 are referred to arbitration.

12. With the consent of parties, Mr. Rajeev Virmani, Senior Advocate is appointed as an arbitral tribunal.

13. The arbitral tribunal shall charge the fee in accordance with Schedule 4 of the Arbitration and Conciliation Act, 1996. The arbitrator shall make the requisite disclosure under Section 12 of the Act within a period of two weeks of entering reference.

14. The order dated 24.11.2020, wherein the statement of counsel for Mr. Taken Das Chhabra and Dharmender Verma has been recorded that they shall not individually do business with Central Pollution Control Board and only the firm shall do business with the CPCB shall continue to operate till the disposal of the arbitration proceedings.

15. Learned counsel appearing for Dharmender Verma submits that even Mr. Taken Das Chhabra is liable to be restrained from carrying



out any business with CPCB through third parties. He reserves the right of Mr. Dharmender Verma to file an application under Section 17 before the arbitral tribunal if the need so arises.

16. Petitions are disposed of in the above terms.

SANJEEV SACHDEVA, J.

APRIL 06, 2022

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