



\$~16-17

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P. (COMM) 90/2019
M/S MEENAKSHI METAL INDUSTRIES (LLP), JHANSI (U.P.)
.....Petitioner
Through: Mr. Sanjoy Ghosh, Sr. Adv with Mr.
Nitin Bhardwaj, Mr. Baburam, Advs.
versus
M/S STEEL AUTHORITY OF INDIA LTD.,BSO, KANPUR
.....Respondent
Through: Mr. Sharat Kapoor, Mr. Shubh
Kapoor, Ms. B Garg, Mr. Anirudh, Advs.

17

+ O.M.P. (COMM) 436/2019
M/S STEEL AUTHORITY OF INDIA LIMITEDPetitioner
Through: Mr. Sharat Kapoor, Mr. Shubh
Kapoor, Ms. B Garg, Mr. Anirudh, Advs.
versus
M/S MEENAKSHI METAL INDUSTRIES (LLP)Respondent
Through: Mr. Sanjoy Ghosh, Sr. Adv with Mr.
Nitin Bhardwaj, Mr. Baburam, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
23.09.2024

%

1. These are the cross section 34 petitions seeking setting aside of an Arbitral Award dated 20.09.2018.
2. In O.M.P. (COMM) 90/2019, the petitioner is challenging the impugned Award on the ground for awarding the penalty in favour of the respondent and denying the counter penalty in favour of the petitioner.
3. Learned senior counsel states that while doing so, the learned Arbitral Tribunal has misappreciated and ignored the terms of the Contract and



the evidence led.

4. In O.M.P. (COMM) 436/2019, the petitioner has challenged the impugned Award on the ground that the learned Arbitral Tribunal denied the penalty imposed by the M/s Steel Authority of India Limited in full from 19.04.2014. In addition, the findings with regard to the amendment of the Bank Guarantee are also under challenge.
5. However, both the learned counsel on instructions state that they have no objection if, with consent, the impugned Award is set aside and the matter is remitted to a fresh Arbitrator which may be heard only from the stage of final arguments.
6. Mr. Kapoor, learned counsel states that in case any evidence is required with regard to the amendment of the Bank Guarantee, he may be permitted to file an application only in that regard which shall be considered by the learned Arbitrator after giving opportunity to M/s Meenakshi Metal Industries (LLP) of filing objections and thereafter hearing arguments on the maintainability of that application.
8. I have already taken a view in O.M.P. (COMM) 11/2023 titled as ***“Central University of Jharkhand vs M/s. Kings Furnishing and Safe Co.”*** that with consent of parties, the Arbitral Award can be set aside and the fresh Arbitrator can be appointed.
7. In this view of the matter, with the consent of the learned counsel appearing for the parties, the Arbitral Award dated 20.09.2018 is set aside and Mr. J.R. Aryan (Retd. District Judge) (Mob. No. 9958697034) is appointed as a Sole Arbitrator to hear the matter from the stage of final arguments and thereafter adjudicate and dispose of the claims/counter-claims of the parties.



8. In case any application is filed by M/s Steel Authority of India Limited for leading additional evidence on the Bank Guarantee issue, the same shall be adjudicated in accordance with law.
9. The fee of the learned Sole Arbitrator is fixed at Rs. 1 lakh per hearing which shall be shared equally for a maximum of 10 hearings (including if evidence is also required to be recorded for the issue of Bank Guarantee).
10. The venue of arbitration proceedings shall be at the office of M/s Steel Authority of India Limited and M/s Steel Authority of India Limited will arrange for Steno.
11. With these directions, the petitions are disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 23, 2024 / (MS)

Click here to check corrigendum, if any