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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% *Date of decision: 03rd September, 2024*

+ CM(M) 356/2023

SANDEEP SINGH HITKARI

.....Petitioner

Through: Mr. Rohit Rattu, Advocate.
(through video conferencing)

versus

KOTAK MAHINDRA BANK LTD

.....Respondent

Through: Mr. Ankur Katyal with Ms. Supriya
Jain, Advocates.
(through video conferencing)

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. The petitioner had filed a suit against the respondent Kotak Mahindra Bank Ltd. seeking damages and injunction on account of some fraudulent transactions which had taken place with respect to the credit card issued to him by the respondent Bank.
2. Since there was an arbitration agreement when the credit card was issued to the plaintiff, an application under Section 8 of the Arbitration & Conciliation Act was moved before the learned Trial Court and such application was allowed while observing that the plaintiff would be at liberty to take necessary steps for resolution of his disputes through arbitration proceedings as permissible under law.
3. Learned counsel for the respondent has, very fairly, admitted



that they have stopped appointment of Arbitrator on unilateral basis keeping in mind the spirit behind *Perkins Eastman Architects DPC and Anr. vs. HSCC (India) Ltd.*: (2020) 20 SCC 760

4. After hearing arguments for some time, learned counsel for the petitioner states that since the mechanism of appointment of Arbitrator is not in place even as per the statement made by the learned counsel for the respondent, he does not agitate the present petition any further. He also states that he would take requisite steps, if required, in terms of the impugned order.

5. The petition is, accordingly, disposed of in the aforesaid terms.

(MANOJ JAIN)
JUDGE

SEPTEMBER 03, 2024
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