



\$~20

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

+ **O.M.P.(MISC.)(COMM.) 143/2023 & I.A. 20141/2023**

STAR MOBITEL LIMITED

..... Petitioner

Through: Mrs. Avnish Ahlawat, Mr. Vishesh
Issar, Ms. Vaishali Singh,
Advocates. [M:-9899565830]

versus

MICROMAX INFORMATICS LIMITED

..... Respondent

Through: Ms. Nandini Sharma, Ms. Saumya
Upadhyay & Mr. Mudit Sharma
Advocates.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

%

09.05.2024

1. This petition, under Section 29A of the Arbitration and Conciliation Act, 1996 [“the Act”], has been filed by Star Mobitel Limited [“Star”], which is the respondent– counterclaimant in arbitral proceedings arising out of an agreement dated 01.10.2014 between it and the respondent, Micromax Informatics Limited [“Micromax”] [claimant in the arbitral proceedings]. Star seeks an extension of the mandate of the learned sole arbitrator.

2. The arbitral proceedings were commenced by an order of this Court dated 15.03.2018 in ARB.P. 844/2017. The Court directed that the proceedings would be held in terms of the Rules of the Delhi



International Arbitration Centre [“DIAC”]. I am informed that the proceedings are at the stage of final arguments.

3. Although a number of contentious issues have been raised in this petition, learned counsel for the parties have arrived at a consensus, on the basis of which the petition can be disposed of. The consensus is in the following terms:

- a. The time for making of the award is extended until a period of one year from today.
- b. The learned Arbitrator, who is presently in *seisin* of the disputes, will be substituted by Hon’ble Ms. Justice Indira Banerjee, former Judge, Supreme Court of India [Tel: +91-9560808777].
- c. The learned Arbitrator appointed today will take up the proceedings at the stage of final hearing.
- d. The learned erstwhile Arbitrator is requested to transmit the arbitral record to DIAC, to be placed before the newly appointed Arbitrator.
- e. The arbitral proceedings will continue under the aegis of DIAC and will proceed in accordance with the applicable Rules of DIAC. However, the venue of arbitration may be fixed by the learned Arbitrator at her own convenience, in consultation with the parties.
- f. The proceedings, having been instituted in the year 2018, are governed by the Delhi International Arbitration Centre (Administrative Costs and Arbitrators’ Fees) Rules, which were applicable from 01.11.2012 to 30.06.2018. DIAC has computed the arbitral fees in terms of the said Rules at Rs.25,00,000/-, which was the maximum fee payable under the said Rules. Micromax has



deposited a sum of Rs.12,50,000/- with DIAC and Star has deposited a sum of Rs.15,00,000/- directly with the learned Arbitrator, who was in *seisin* of the proceedings until today. As the fee payable to the learned Arbitrator had been computed at Rs.25,00,000/-, DIAC is directed to remit a further sum of Rs.10,00,000/- from the amount lying deposited with it, to the erstwhile learned Arbitrator.

- g. The remuneration of the learned Arbitrator appointed today is fixed at Rs.25,00,000/- for the final hearing and making of the Award, having regard to the fact that the claim of Micromax is in excess of Rs.100 crores, in addition to a counter a claim filed by Star.
 - h. Star will deposit a further sum of Rs.10,00,000/- and Micromax will deposit a further sum of Rs.12,50,000/- with DIAC within eight weeks from today. This will equalize the fees paid by each side during the entire arbitral proceedings.
 - i. Learned counsel for the parties assure the Court that the parties will cooperate with the learned Arbitrator for expeditious hearing and disposal of the arbitral proceedings, in view of its long pendency. They will comply with such direction as the learned Arbitrator may pass, in this regard.
 - j. Needless to say, the payment of fees and charges in the arbitration are subject to such orders as to costs as the learned Arbitrator may ultimately pass.
4. It is made clear that this order has been passed with the consent of learned counsel for the parties, and in order to ensure expeditious disposal of the arbitral proceedings. Neither the parties nor the Court intend to cast



any doubt upon the independence and impartiality of the learned erstwhile Arbitrator.

5. The petition, alongwith the pending application, is disposed of in the terms recorded above.

PRATEEK JALAN, J

MAY 9, 2024

'pv' /