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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P. (T) (COMM.) 74/2023

M/S KARVY DIGIKONNEKT LTD.

..... Petitioner

Through: Mr. Parth Kumar, Adv.

versus

BHARAT SANCHAR NIGAM LIMITED

..... Respondent

Through: Ms. Ishita Kadyan, Ms. Leena Tuteja,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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23.02.2024

1. This is a petition under section 14 and 15 read with section 32(2)(c) of the Arbitration and Conciliation Act, 1996 (“Act 1996”) seeking to terminate the mandate of the Arbitral Tribunal (“AT”) in the arbitration between petitioner and the respondent.
2. The petitioner invoked the arbitration Clause and the respondent appointed its nominee and the petitioner appointed its nominee and thereafter both the nominee Arbitrators appointed a presiding Arbitrator.
3. The first effective hearing was held on 23.08.2022 before the AT, wherein the learned counsel for the claimant informed the AT that he has been instructed to withdraw the notice of arbitration and thereafter requested the AT to terminate the arbitral proceedings.
4. On 14.11.2022 before the AT, a statement was made by the counsel for the claimant that he was withdrawing his notice of arbitration and termination and wanted to file his Statement of Claims.
5. On 16.02.2023 before the AT, the counsel for the petitioner again made



a request that efforts are being made for an amicable solution.

6. Thereafter, the order sheet shows that despite repeated requests by the parties, the arbitration proceedings were being continued.
7. The respondent on 26.06.2023 informed the AT that the respondent also wishes to withdraw their counter claims.
8. The petitioner again reiterated that they have already submitted request for withdrawal of their claims.
9. Thereafter, the AT in the hearing held on 01.08.2023 dismissed the application seeking withdrawal of counter claims by the respondent despite the fact that the claimant had already stopped appearing.
10. In the present case, since the claimant does not wish to prosecute its claims and the respondent also does not wish to prosecute its counter claims, I am of the view that there is nothing for the AT to adjudicate on claims and counter claims of the respective parties.
11. In this view of the matter, both the learned counsels for the parties state that the case in hand is covered by Section 15(1)(b) of Act 1996, wherein the mandate of the AT shall be terminated on account of agreement between the parties. Section 15(1)(b) of Act 1996 reads as under:-

“15. Termination of mandate and substitution of arbitrator.—

(1) In addition to the circumstances referred to in section 13 or section 14, the mandate of an arbitrator shall terminate—

(a)

(b) by or pursuant to agreement of the parties.”

12. For the said reasons, the petition is allowed and the mandate of the



Arbitral Tribunal is hereby terminated.

FEBRUARY 23, 2024 / (MS)

JASMEET SINGH, J

Click here to check corrigendum, if any