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

+ O.M.P.(MISC.)(COMM.) 509/2023
TRANSNATIONAL SHIPPING INDIA PVT. LTD. Petitioner
Through: Mr.Shantanu, Advocate.
versus

M/S KHANIJ IMPEX & ORS. Respondents
Through: Mr. Saket Gogia and Ms. Sheetal
Maggon, Advocates for R-1 and
R-3.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER
% **09.01.2024**

1. This is a petition under Section 29A of the Arbitration and Conciliation Act, 1996 [“the Act”] for extension of the mandate of the arbitrator who is *seisin* of disputes between the parties under an Indemnity Bond dated 14.03.2019. The learned arbitrator was appointed by an order of this Court dated 11.10.2021 in Arb. P. 46/2021.
2. Mr. Saket Gogia, learned counsel for the respondent Nos. 1 and 3, resists the relief sought in this petition on the ground that the arbitration agreement itself is non-existent as the respondent had not signed it. It is submitted that the person originally impleaded in the arbitration proceedings as the partner of respondent No. 1 - partnership firm was, in fact, a customer of the partnership firm and not a partner at all. The partner has since been impleaded as party in the arbitral proceedings.
3. I am of the view that this contention is not available to the respondents at this stage. It is clear from the order of this Court in the



petitioner's application under Section 11 of the Act that this contention was raised and rejected. Paragraph 5 of the said order reads as follows:-

“5. Ms. Anand, disputes that the respondents had signed the indemnity bonds as claimed. Prima facie the said contention appears unmerited as the indemnity bonds bears the signatures of the concerned respondents, which have been duly attested by their bankers.”

4. In the said order, it was also clarified that all rights and contentions of the parties will remain reserved and nothing stated in the orders under Section 11 of the Act would preclude the parties from advancing such contentions as may be advised.

5. The aforesaid order was accepted by the respondents and they have also participated in the arbitral proceedings as aforesaid. There is no other ground upon which the relief sought in this petition is opposed.

6. Mr. Gogia makes a grievance that the respondents' right to file a Statement of Defence to the claims has been closed. That also is not a matter for consideration in the present petition and rights and contentions of the respondents in this regard are reserved for consideration at the appropriate stage.

7. In view of the above, I do not find any ground to decline the extension sought by the petitioner. There is no allegation of delay on the part of the Arbitral Tribunal so as to necessitate a substitution of the Arbitral Tribunal. The petition is therefore allowed and the mandate of the learned Arbitral Tribunal is extended for a period of six months from today.

8. Learned counsel for the parties assure the Court that they will cooperate with the learned Arbitrator for conclusion of the arbitral



proceedings within the aforesaid period.

8. As already recorded in the order dated 11.10.2021, all rights and contentions of the parties remain reserved.

9. The petition stands disposed of in these terms.

PRATEEK JALAN, J

JANUARY 9, 2024

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