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

+ **ARB.P. 1194/2024 & I.A. 35736/2024**

M/S K.R TRADERS

.....Petitioner

Through: Ms. Kirti Sharma and Mr. Nikhil
Tyagi, Advocates.

versus

UNION OF INDIA

.....Respondent

Through: Mr. Bhagvan Swarup Shukla, CGSC
with Mr. Sarvan Kumar, Advocate for
UoI.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

18.12.2024

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1. The present petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under the Letter of Intent dated 25.11.2010 entered into between the Parties.

2. Material on record indicates that on 29.05.2017 unilateral appointment of Arbitrator was made by the Respondent and an Award dated 19.11.2018 was passed by the Arbitrator. The said Award was challenged by the Petitioner by filing the application under Section 34 of the Arbitration and Conciliation Act, 1996 before the Court of Ld. District Judge (Commercial Courts), Patiala House Courts, New Delhi. The said application was dismissed as withdrawn with liberty to file afresh before the



appropriate forum after which, another application was filed by the Petitioner challenging the said award before the District Judge, Commercial Court-08, Central Tis Hazari Courts, Delhi. The said award was set aside in view of the judgment passed by the Apex Court in Perkins Eastman Architects DPC & Anr. v. HSCC (India) Limited, (2020) 20 SCC 760.

3. Pursuant to the said Order dated 16.03.2019, a fresh notice under Section 21 of the Arbitration and Conciliation Act, 1996 was given by the Petitioner invoking arbitration.

4. Since there was no consent regarding the appointment of an Arbitrator between the parties, the Petitioner has approached this Court by filing the present petition for appointment of an Arbitrator.

5. It is not in dispute that the initial appointment was made unilaterally by the Respondent. In any event, the Award could not be sustained on that ground alone. Therefore, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Mr. Pramod Saigal, Advocate, (Mob: 9810027366) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

9. All rights and contentions of the parties in relation to the



claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

11. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 18, 2024

RJ