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

+ **O.M.P. (T) (COMM.) 2/2023**

SKYLINE ENGINEERING CONTRACTS I PVT. LTD.....Petitioner
Through: Mr. Udit Seth and Mr. Roshan Roy,
Advocates.

versus

SOHNA CITY, LLPRespondent
Through: Mr. Sumesh Malhotra, Ms. Chitra
Singh and Ms. Russia Sidhu, Advocates for
Respondent.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER
25.04.2025

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I.A. 221/2023

1. This is an application preferred on behalf of the Petitioner for condonation of delay of 59 days in re-filing the petition.
2. For the reasons stated in the application, the same is allowed.
3. Delay of 59 days in re-filing the petition is condoned.
4. Application stands disposed of.

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5. This petition is filed on behalf of the Petitioner under Sections 14 and 15 of the Arbitration and Conciliation Act, 1996 ('1996 Act') for the substitution of the Arbitrator on the ground that the Sole Arbitrator appointed by this Court has expired.
6. Learned counsel for the Respondent submits that the Sole Arbitrator



appointed by the Court expired way back in the year 2019 but Petitioner waited for three years to file the present petition and there is no explanation for the delay.

7. Counsel for the Petitioner, on the other hand, submits that substantial delay, if any, is account of Pandemic COVID-19 and as soon as the situation was better, Petitioner filed this petition in the year 2022. It is also explained that venue of arbitration was Mumbai and the expenses incurred on arbitration as also travel to Mumbai added to the already existing financial crises of the Petitioner, which was a result of Pandemic COVID-19 and this also hampered the filing of the present petition. Learned counsel also submits that no prejudice will be caused to the Respondent as the Respondent has filed a Counter Claim of Rs. 10 crores.

8. After canvassing some arguments, learned counsels for the parties, on instructions, propose the name of Mr. Justice S.C. Gupte, former Judge of Bombay High Court as a substitute Arbitrator. It is also agreed that the venue of the arbitration will be Mumbai inconsonance with the contract and that the fees of the learned Arbitrator will be as per Fourth Schedule of 1996 Act.

9. Accordingly, with the consent of the parties, Mr. Justice S.C. Gupte, former Judge of Bombay High Court, is appointed as a substitute Arbitrator. As agreed, the venue of arbitration will be Mumbai and the fee of the learned Arbitrator will be as per Fourth Schedule of 1996 Act.

10. Learned Arbitrator shall give a declaration under Section 12 of 1996 Act.

11. All rights and contentions of the respective parties to the *lis* are left open to be decided by the learned Arbitrator. It is also left open to the



learned Arbitrator to decide the stage from which the proceedings shall resume.

12. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

APRIL 25, 2025/shivam