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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of Decision: 22.05.2025

+ O.M.P. (T) (COMM.) 10/2024 & I.A. 2828/2024

CREATIVE CHANNEL ADVERTISING AND MARKETING PVT.
LTD.Petitioner

Through: Mr. Akhil Sibal, Sr. Adv. with Ms.
Mansi Sharma, Ms. Shreya Arneja,
Ms. Akansha Khera, Mr. Rehan
Verma & Mr. Krishnesh Bagpat,
Advs.

versus

PRASAR BHARATI

.....Respondent

Through: Mr. Rahul Sahay & Mr. Gaurav
Sharma & Mr. Siddhartha Nagpal,
Advs. for R-1.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

: **JASMEET SINGH, J (ORAL)**

1. This is a petition filed under Sections 14 and 15 of the Arbitration and Conciliation Act, 1996 ("the Act") seeking substitution of the arbitrator.
2. The petition was amended by the petitioner, pursuant to the liberty granted *vide* the Order dated 09.05.2025 passed by this Court, with the following prayers:

a) allow the present petition and terminate the mandate of the Arbitrator- Dr. Harbans Lal Bajaj on account of the said Arbitrator becoming de jure and de facto incapable of discharging the functions under Section 14 read with Section 15 of the Act;

b) Terminate the arbitral proceedings instituted by the Respondent as being completely stale and hopelessly time



barred.

3. The brief facts of the case are that the petitioner was an accredited agent of the respondent by virtue of the Accreditation Agreement dated 26.03.1993.
4. The said Agreement contained an arbitration clause, being Clause No. 5, which reads as under:-

“Clause 5:

In the event of any quarrel , any dispute or difference arising under these present or in connection therewith (except as to any matters the decision of which is specially provided for by these presents), the same shall be referred to the sole arbitration of an officer appointed to be the arbitrator by the Director General, Doordarshan. It will be no objection that the arbitrator is a Government servant, that he has to deal with the matters to which these presents relate or that in the course of his duties as a Government servant, he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to these presents.

In the event of the arbitrator dying, neglecting or refusing to act or resigning or, being unable to act for any reason, it shall be lawful for the Director General, Doordarshan to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

The arbitrator may from time to time, with the parties to these presents enlarge time for making and publishing the award.

Upon every and any such reference, the assessment of the costs of and incidental to the references and the award respectively shall be in the discretion of the arbitrator. Subject to aforesaid, the Arbitration Act, 1940, and the rules



thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.”

5. Since there were disputes between the parties, the respondent invoked arbitration and sent a notice under Section 21 of the Act on 15.02.2007 and subsequently, an arbitrator was appointed 24.03.2009 by the respondent. However, no substantial proceedings took place before the said arbitrator.
6. Thereafter, the arbitrators were repeatedly substituted by the respondent on the ground of the arbitrator, having either superannuated or retired from services.
7. On 12.04.2023, the petitioner received a Notice for arbitration and the petitioner attended the arbitration proceedings. The petitioner challenged the process of initiating the said arbitration and the unilateral appointment of the learned arbitrator and thereafter, filed the present petition.
8. Mr. Sibal, learned senior counsel for the petitioner, states that the learned arbitrator has been unilaterally appointed by the respondent and is violative of Section 12(5) of the Act.
9. Additionally, the unilateral appointment is hit by Section 18 of the Act as well as Article 14 of the Constitution of India.
10. Mr. Sahay, learned counsel for the respondent, states that in the present case, the arbitration has been initiated when notice under Section 21 of the Act was first issued in the year 2007.
11. Additionally, from the year 2007 till date, the respondent has been trying to search the whereabouts of the petitioner or its officers and



hence, the delay.

12. He draws my attention to the Order dated 06.01.2023 passed by the respondent, wherein Mr. Harbans Lal Bajaj was appointed as the sole Arbitrator. The order reads as under:-

“Director General: Doordarshan in exercise of his powers conferred upon by Clause 5 of the Accreditation Agreement dated 26.03.1993 has approved the appointment of Shri Harbans Lal Bajaj (Ex-Chairman CEA and Ex-officio Secretary to the Govt of India and also Ex-Member of Appellate Electrical Tribunal) as Sole Arbitrator and to adjudicate upon the disputes related in outstanding dues between Prasar Bharti and M/s Creative Channel Advertising.

In view of above Shri Harbans Lal Bajaj is appointed as Sole Arbitrator to the arbitration case between Prasar Bharti and M/s Creative Channel Advertising.”

13. Reliance is placed by the petitioner on the decision of the Hon’ble Supreme Court in ***Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV) A Joint Venture Company, 2024 SCC OnLine SC 3219*** which traces the source of unilateral appointment to Section 18 of the Act and the relevant paragraphs read as under:

“52. Chapter V of the Arbitration Act deals with the “conduct of arbitral proceedings”. Section 18 provides that the parties “shall be treated with equality and each party shall be given a full opportunity to present his case”. Section 18 establishes two principles : equal treatment of the parties and a right to a fair hearing. This provision has been referred to as the “due process clause of arbitration” [Howard Holtzmann



and Joseph Neuhaus, A Guide to the Uncitral Model Law on International Commercial Arbitration, p. 550.] .

81. We recognise that arbitration is a private dispute settlement mechanism. Yet, it is statutorily subject to the principles of equality and fairness contained under the Arbitration Act. Section 18 of the Arbitration Act mandates the equal treatment of parties and fairness in arbitral proceedings as a mandatory principle governing the conduct of arbitration. Thus, the resolution of disputes arising in a private contractual relationship is subject to certain inherent principles which a quasi-judicial body like an Arbitral Tribunal is required to adhere to. Resolution of private disputes following the minimum statutory standards of equality and fairness is essential not only in the interest of justice, but also to uphold the integrity of arbitration in India.

129. Equal treatment of parties at the stage of appointment of an arbitrator ensures impartiality during the arbitral proceedings. A clause that allows one party to unilaterally appoint a sole arbitrator is exclusive and hinders equal participation of the other party in the appointment process of arbitrators. Further, arbitration is a quasi-judicial and adjudicative process where both parties ought to be treated equally and given an equal opportunity to persuade the decision-maker of the merits of the case. An arbitral process where one party or its proxy has the power to unilaterally decide who will adjudicate on a dispute is fundamentally contrary to the adjudicatory function of Arbitral Tribunals. [Gary Born, International Commercial Arbitration, (2nd Edn., Kluwer 2014) p. 1952.]”

14. *Per contra*, reliance is placed by the respondent on the decision of the Hon’ble Supreme Court in ***Union of India v. Parmar Construction Co., (2019) 15 SCC 682***, to urge that once a notice invoking



arbitration has been issued prior to the Amendment of 2015, Section 12(5) will not apply and the pre-amended provisions of the Act will apply. The relevant paragraphs of the said judgment read as under:

“25. As on 1-1-2016, the 2015 Amendment Act was gazetted and according to Section 1(2) of the 2015 Amendment Act, it was deemed to have come into force on 23-10-2015. Section 21 of the 1996 Act clearly envisages that unless otherwise agreed by the parties, the arbitral proceedings in respect of a dispute shall commence from the date on which a request for that dispute to be referred to arbitration is received by the respondent and the plain reading of Section 26 of the 2015 Amendment Act is self-explicit, leaves no room for interpretation. Sections 21 and 26 of the 1996 Act/the 2015 Amendment Act relevant for the purpose are extracted hereunder:

“21. Commencement of arbitral proceedings.— Unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent.

26. Act not to apply to pending arbitral proceedings.—Nothing contained in this Act shall apply to the arbitral proceedings commenced, in accordance with the provisions of Section 21 of the principal Act, before the commencement of this Act unless the parties otherwise agree but this Act shall apply in relation to arbitral proceedings commenced on or after the date of commencement of this Act.”

26. The conjoint reading of Section 21 read with Section 26 leaves no manner of doubt that the provisions of the 2015 Amendment Act shall not apply to such of the arbitral



proceedings which have commenced in terms of the provisions of Section 21 of the principal Act unless the parties otherwise agree. The effect of Section 21 read with Section 26 of the 2015 Amendment Act has been examined by this Court in Aravali Power Co. (P) Ltd. v. Era Infra Engg. Ltd. [Aravali Power Co. (P) Ltd. v. Era Infra Engg. Ltd., (2017) 15 SCC 32 : (2018) 2 SCC (Civ) 642] and taking note of Section 26 of the 2015 Amendment Act laid down the broad principles as under : (SCC p. 53, para 22)

“22. The principles which emerge from the decisions referred to above are:

22.1. In cases governed by the 1996 Act as it stood before the Amendment Act came into force:

22.1.1. The fact that the named arbitrator is an employee of one of the parties is not ipso facto a ground to raise a presumption of bias or partiality or lack of independence on his part. There can however be a justifiable apprehension about the independence or impartiality of an employee arbitrator, if such person was the controlling or dealing authority in regard to the subject contract or if he is a direct subordinate to the officer whose decision is the subject-matter of the dispute.

22.1.2. Unless the cause of action for invoking jurisdiction under clauses (a), (b) or (c) of sub-section (6) of Section 11 of the 1996 Act arises, there is no question of the Chief Justice or his designate exercising power under sub-section (6) of Section 11.

22.1.3. The Chief Justice or his designate while exercising power under sub-section (6) of Section 11 shall endeavour to give effect to the appointment procedure prescribed in the arbitration clause.



22.1.4. While exercising such power under sub-section (6) of Section 11, if circumstances exist, giving rise to justifiable doubts as to the independence and impartiality of the person nominated, or if other circumstances warrant appointment of an independent arbitrator by ignoring the procedure prescribed, the Chief Justice or his designate may, for reasons to be recorded ignore the designated arbitrator and appoint someone else.

22.2. In cases governed by the 1996 Act after the Amendment Act has come into force : If the arbitration clause finds foul with the amended provisions, the appointment of the arbitrator even if apparently in conformity with the arbitration clause in the agreement, would be illegal and thus the court would be within its powers to appoint such arbitrator(s) as may be permissible.”

which has been further considered in *S.P. Singla Constructions (P) Ltd. case [S.P. Singla Constructions (P) Ltd. v. State of H.P., (2019) 2 SCC 488 : (2019) 1 SCC (Civ) 748] : (SCC p. 495, para 16)*

“16. Considering the facts and circumstances of the present case, we are not inclined to go into the merits of this contention of the appellant nor examine the correctness or otherwise of the above view taken by the Delhi High Court in *Ratna Infrastructure Projects case [Ratna Infrastructure Projects (P) Ltd. v. Meja Urja Nigam (P) Ltd., 2017 SCC OnLine Del 7808]* ; suffice it to note that as per Section 26 of the Arbitration and Conciliation (Amendment) Act, 2015, the provisions of the amended 2015 Act shall not apply to the arbitral proceedings commenced in accordance with the provisions of Section 21 of the principal Act before the commencement of the



Amendment Act unless the parties otherwise agree. In the facts and circumstances of the present case, the proviso in Clause (65) of the general conditions of the contract cannot be taken to be the agreement between the parties so as to apply the provisions of the amended Act. As per Section 26 of the Act, the provisions of the 2015 Amendment Act shall apply in relation to arbitral proceedings commenced on or after the date of commencement of the 2015 Amendment Act (w.e.f. 23-10-2015). In the present case, arbitration proceedings commenced way back in 2013, much prior to coming into force of the amended Act and therefore, provisions of the amended Act cannot be invoked.”

27. We are also of the view that the 2015 Amendment Act which came into force i.e. on 23-10-2015, shall not apply to the arbitral proceedings which have commenced in accordance with the provisions of Section 21 of the principal Act, 1996 before the coming into force of the 2015 Amendment Act, unless the parties otherwise agree.”

15. Reliance is further placed by the respondent on the decision of the Co-ordinate Bench of this Court in ***CBRE South Asia Pvt. Ltd. v. FIITJEE, 2019 SCC OnLine Del 7784***, to urge that in accordance with Section 15(2) of the Act, the appointment process, as agreed between the parties, shall continue to hold fort and therefore, it will be the respondent who will appoint the arbitrator in terms of the Clause 5 of the Agreement. The relevant paragraphs of the said judgment read as under:

*“26. On the other hand, learned counsel for the Respondent relies upon the judgment of the Supreme Court in *Yashwith Constructions (P) Ltd. v. Simplex Concrete Piles India Ltd. (2006) 6 SCC 204*, wherein the fact situation was similar to*



the present case. In the said case, the Managing Director of the Respondent company was appointed as an Arbitrator in terms of the arbitration clause. The said Arbitrator resigned. In view of the mandate of appointment of Arbitrator, the Managing Director promptly appointed another Arbitrator. At that stage, the Petitioner approached the Court under Section 11(5) read with Section 15(2) of the Act and prayed for substitution of the Arbitrator to resolve the dispute between the parties. Dealing with such petition, the court observed as follows:—

“4...In our view, the learned Chief Justice and the Division Bench have rightly understood the scope of Section 15 of the Act. When the Arbitrator originally appointed in terms of the arbitration agreement withdrew for health reasons, the Managing Director, as authorized originally by the arbitration agreement, promptly appointed a substitute Arbitrator. It is true that in the arbitration agreement there is no specific provision authorizing the Managing Director to appoint a substitute Arbitrator if the original appointment terminates or if the originally appointed Arbitrator withdraws from the arbitration. But, this so called omission in the arbitration agreement is made up by the specific provision contained in Section 15(2) of the Act. The withdrawal of an Arbitrator from the office for any reason is within the purview of Section 15(1)(a) of the Act. Obviously, therefore Section 15(2) would be attracted and a substitute Arbitrator has to be appointed according to the rules that are applicable for the appointment of the Arbitrator to be replaced. Therefore, what Section 15(2) contemplates is an appointment of the substituted Arbitrator or the replacing of the Arbitrator by another according to the rules that were applicable to the appointment of the original Arbitrator who was being replaced. The term “rules” in Section 15(2) obviously referred to the



provision for appointment, contained in the arbitration agreement or any Rules of any Institution under which the disputes were referred to arbitration. There was no failure on the part of the concerned party as per the arbitration agreement, to fulfil his obligation in terms of Section 11 of the Act so as to attract the jurisdiction of the Chief Justice under Section 11(6) of the Act for appointing a substitute Arbitrator. Obviously, Section 11(6) of the Act has application only when a party or the concerned person had failed to act in terms of the arbitration agreement. When Section 15(2) says that a substitute Arbitrator can be appointed according to the rules that were applicable for the appointment of the Arbitrator originally, it is not confined to an appointment under any statutory rule or rule framed under the Act or under the Scheme. It only means that the appointment of the substitute Arbitrator must be done according to the original 16/27 ARBPL-49.13 group.sxw agreement or provision applicable to the appointment of the Arbitrator at the initial stage. We are not in a position to agree with the contrary view taken by some of the High Courts.

5. Since here, the power of the Managing Director of the respondent is saved by Section 15(2) of the Act and he has exercised that power on the terms of the arbitration agreement, we see no infirmity either in the decision of the learned Chief Justice or in that of the Division Bench. We do not think it necessary in this case to go into the question whether the Writ Petition before the High Court was maintainable on the basis that it challenged an order of the Chief Justice rendered on 4.3.2005, prior to the date of the decision in SBP & Co. v. Patel Engineering Ltd. (supra) rendered on 26.10.2005.



(Emphasis supplied) ”

27. *It is manifest from the observation made by the Supreme Court that in case the Arbitrator originally appointed in terms of the arbitration clause withdraws, it does not take away the right of the party to appoint a substitute Arbitrator. The Apex court further held that Section 15(2) of the Act would be attracted and substitute Arbitrator has to be appointed according to the Rules for the appointment of the Arbitrator in the arbitration agreement. Accordingly, the term “rules” under Section 15(2) has been interpreted in a manner that the power to appoint the substitute Arbitrator would be examined in terms of the arbitration clause.”*
16. I have heard learned counsels for the parties and perused the material available on record.
17. In the present case, the decision of the Hon’ble Supreme Court in ***Ellora Paper Mills Limited v. State of Madhya Pradesh, (2022) 3 SCC 1***, is applicable and the relevant paragraphs are extracted as under:

“7. Subsequently, the appellant filed the present application before the High Court being AC No. 100 of 2019 under Section 14 read with Sections 11 and 15 of the Arbitration Act, 1996 seeking termination of the mandate of originally constituted Arbitral Tribunal—Stationery Purchase Committee comprising of officers of the respondent and for appointment of a new arbitrator. Before the High Court, the appellant herein heavily relied upon Section 12(5) of the Arbitration Act, 1996. Relying upon the decision of this Court in TRF Ltd. v. Energo Engg. Projects Ltd. [TRF Ltd. v. Energo Engg. Projects Ltd., (2017) 8 SCC 377 : (2017) 4 SCC (Civ) 72] , it was submitted on behalf of the appellant that all the five officers constituting the Stationery Purchase Committee, being the employees of the respondent had rendered themselves ineligible to continue as arbitrators.



It was submitted that since they had become ineligible to continue as arbitrators, they also could not appoint another person as arbitrator. It was also contended that the original members of the Arbitral Tribunal, who initiated the proceedings had since ceased to hold their respective offices, in any case, a new Arbitral Tribunal had to be constituted and therefore an impartial and independent arbitrator was required to be appointed in terms of Section 11 of the Arbitration Act, 1996.

8. However, after referring to and considering the decisions of this Court in Aravali Power Co. (P) Ltd. v. Era Infra Engg. Ltd. [Aravali Power Co. (P) Ltd. v. Era Infra Engg. Ltd., (2017) 15 SCC 32 : (2018) 2 SCC (Civ) 642] ; Indian Oil Corpn. Ltd. v. Raja Transport (P) Ltd. [Indian Oil Corpn. Ltd. v. Raja Transport (P) Ltd., (2009) 8 SCC 520 : (2009) 3 SCC (Civ) 460] ; ACE Pipeline Contracts (P) Ltd. v. Bharat Petroleum Corpn. Ltd. [ACE Pipeline Contracts (P) Ltd. v. Bharat Petroleum Corpn. Ltd., (2007) 5 SCC 304] ; Union of India v. M.P. Gupta [Union of India v. M.P. Gupta, (2004) 10 SCC 504] ; Union of India v. Parmar Construction Co. [Union of India v. Parmar Construction Co., (2019) 15 SCC 682 : (2020) 2 SCC (Civ) 390] ; Union of India v. Pradeep Vinod Construction Co. [Union of India v. Pradeep Vinod Construction Co., (2020) 2 SCC 464 : (2020) 1 SCC (Civ) 579] ; and S.P. Singla Constructions (P) Ltd. v. State of H.P. [S.P. Singla Constructions (P) Ltd. v. State of H.P., (2019) 2 SCC 488 : (2019) 1 SCC (Civ) 748] , the High Court has not agreed with the submission(s) on behalf of the appellant. Referring to the aforesaid decisions of this Court, it is observed and held by the High Court that the Amendment Act, 2015 shall be made effective w.e.f. 23-10-2015 and cannot have retrospective operation in the arbitration proceedings already commenced unless the parties otherwise agree and therefore when in the present case the Arbitral Tribunal was constituted much prior to the Amendment Act, 2015 and the Arbitral Tribunal commenced its proceedings, the Amendment Act, 2015—Section 12(5) of the Arbitration Act, 2016 shall not be applicable. Observing



so, the High Court by the impugned judgment and order [Ellora Paper Mills Ltd. v. State of M.P., 2021 SCC OnLine MP 2796] has dismissed the application filed by the appellant herein under Section 14 read with Sections 11 and 15 of the Arbitration Act, 1996 and has observed that it would be open for the appellant to participate in proceedings before the Arbitral Tribunal constituted by the respondent as Stationery Purchase Committee.

12. We have heard the learned counsel for the respective parties at length. Having heard the learned counsel for the respective parties and on considering the impugned judgment and order [Ellora Paper Mills Ltd. v. State of M.P., 2021 SCC OnLine MP 2796] passed by the High Court, the short question which is posed for consideration of this Court is, whether, the Stationery Purchase Committee—Arbitral Tribunal consisting of the officers of the respondent has lost the mandate, considering Section 12(5) read with Seventh Schedule of the Arbitration Act, 1996. If the answer is in the affirmative, in that case, whether a fresh arbitrator has to be appointed as per the Arbitration Act, 1996?

13. It is not in dispute that the High Court earlier constituted the Arbitral Tribunal of Stationery Purchase Committee comprising of officers of the respondent viz. Additional Secretary, Department of Revenue as President, and : (i) Deputy Secretary, Department of Revenue, (ii) Deputy Secretary, General Administration Department, (iii) Deputy Secretary, Department of Finance, (iv) Deputy Secretary/Under Secretary, General Administration Department, and (v) Senior Deputy Controller of Head Office, Printing as Members.

14. It may be true that the earlier Arbitral Tribunal—Stationery Purchase Committee was constituted as per the agreement entered into between the parties. It is also true that initially the said Arbitral Tribunal was constituted by the High Court in the year 2001, however, thereafter Stationery Purchase Committee—Arbitral Tribunal could not commence



the arbitration proceedings in view of number of proceedings initiated by the appellant. There was a stay granted by the High Court from 4-5-2001 to 24-1-2017 and thereafter in the year 2019, the present application was preferred before the High Court invoking Section 14 read with Sections 11 and 15 of the Arbitration Act, 1996 seeking termination of the mandate of the originally constituted Arbitral Tribunal and to appoint a new arbitrator.

15. It has also come on record that in between, the officers who were members of the Stationery Purchase Committee—Arbitral Tribunal had retired. At this stage, we are not considering whether those persons could have been continued as members of the Stationery Purchase Committee—Arbitral or not. However, the fact remains that after the constitution of the Arbitral Tribunal in the year 2001, no further steps whatsoever have been taken in the arbitration proceedings and therefore technically it cannot be said that the arbitration proceedings by the Arbitral Tribunal—Stationery Purchase Committee have commenced.”

18. On perusal of ***Ellora Paper Mills Limited (supra)***, it is clear that the even though an arbitrator was appointed prior to the Amendment of 2015, but since no effective steps were taken by said arbitrator, the amended provisions of Section 12(5) read with Schedule VII of the Act would become applicable.
19. Similarly, in the present case, an arbitrator was appointed about 16 years prior from today and even though the arbitration proceedings were alleged to have commenced, the petitioner had never been served or ever participated in the said arbitration proceedings, other than the arbitration proceedings before Mr. Harbans Lal Bajaj, the learned arbitrator.



20. The respondent has also not been able to show any effective steps taken from 2007 till 2023 to either serve the petitioner, through substituted process, issuance of warrants or any other mode, to serve the petitioner with the arbitration proceedings.
21. The fact that weighs with me is that the proceedings remained in limbo for more than 16 years as of today and there have been no effective orders passed by the arbitrator appointed by the respondent till 2023. The amended provisions of the Act came into effect 08 years prior to the Order dated 06.01.2023 passed by the respondent.
22. For the aforesaid reasons and relying on the judgment of ***Ellora Paper Mills Limited (supra)***, I have no hesitation to conclude that it will be the amended 1996 Act, which will govern the dispute raised in the present petition.
23. Consequently, the circumstances of the appointment of the arbitrator clearly trigger the provisions of Section 12(5) of the Act, wherein the mandate of the arbitrator is compromised due to his inability to discharge his duties fairly and impartially, thereby necessitating the termination of his mandate. Section 12(5) of the Act is applicable in the present case.
24. As regards the applicability of Section 15(2) of the Act is concerned, the same also does not find favour with me. The reason for the same is that once the Court comes to a finding that the appointment of the arbitrator is hit by Section 12(5) of the Act, thereafter, permitting the respondent to appoint an arbitrator by the same methodology as contained in the Accreditation Agreement in terms of Section 15(2) of the Act, would be contrary to intent, scope and purpose of Section



- 12(5) of the Act.
25. The hallmark of arbitration is neutrality, permitting the respondent to appoint the arbitrator would be contrary to the spirit of neutrality in the arbitral proceedings.
26. On perusal of *Central Organisation for Railway Electrification (supra)*, it is clear that Section 12(5) of the Act is arising out of the spirit of neutrality and impartiality in the arbitration proceedings, as envisioned in Section 18 of the Act and Article 14 of the Constitution of India.
27. In the present case, it is found that the unilateral appointment process of Mr. Harbans Lal Bajaj, the learned arbitrator, fundamentally violates the principles of fairness and equality as enshrined under Section 18 of the Act and Article 14 of the Constitution of India and is also hit by Section 12(5) of the Act.
28. In light of the procedural delays, the staleness of the proceedings and the inherent flaw in the unilateral appointment process, it is determined that the arbitral proceedings are fundamentally flawed and must be terminated.
29. For the said reasons, the petition is allowed.
30. Accordingly, the mandate of Mr. Harbans Lal Bajaj as arbitrator is terminated forthwith in accordance with the provisions of Sections 14 and 15 of the Act.
31. The petition is disposed of accordingly.

JASMEET SINGH, J

MAY 22, 2025/pk

(Corrected and released on 03.06.2025)