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

+ O.M.P. (T) (COMM.) 42/2025

SPECTRAFORCE TECHNOLOGIES INC

.....Petitioner

Through:

versus

VIDYA PRAKASH PATHAK & ORS.

.....Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

28.10.2025

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1. This is a petition filed under Section 14(1) read with Sections 14(2) and 15(2) of the Arbitration and Conciliation Act, 1996 (***“the Act”***) seeking termination of the mandate of the Sole Arbitrator, i.e. respondent No. 1 the Act on the ground that it has become unable to perform his functions in view of Section 12(5) read with VII Schedule of the Act.
2. In the present case, the respondent No. 3 filed a complaint against the petitioner with respondent No. 2.
3. Respondent No. 2 claims to have a deemed arbitration clause and policy and states to have an implied Contract with the petitioner. Based on the said deemed arbitration clause and the policy, the respondent No. 2 appointed respondent No. 1, unilaterally, for



adjudication of disputes between the petitioner and the respondent No. 2.

4. Thereafter, the respondent No. 1 initiated the arbitration process and despite the repeated requests of the petitioner, the respondent No. 1 has not given declaration as provided under Section 12 of the Act.
5. There is also no notice under Section 21 of the Act.
6. When the matter came up for hearing on 22.05.2025, this Court was pleased to stay the arbitration proceedings.
7. The respondents have been served and despite service, there is nobody appearing on behalf of the respondents today.
8. For the said reasons, I am of the view that the unilateral appointment of respondent no. 1 by respondent no. 2, without the consent or participation of the petitioner, is contrary to the settled principles of law. The Hon'ble Supreme Court in ***Perkins Eastman Architects DPC v. HSCC (India) Ltd., (2020) 20 SCC 760 and Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV), (2025) 4 SCC 641*** held that unilateral appointment of an arbitrator by one of the parties interested in the dispute vitiates the neutrality and independence of the arbitral process.
9. Further, the record shows that no declaration under Section 12(1) of the Act has been furnished by respondent no. 1, disclosing any circumstances likely to give rise to justifiable doubts as to its independence or impartiality. Such declaration is mandatory and forms the foundation of the Sole Arbitrator's authority to act. The failure to comply with Section 12 of the Act is a serious procedural defect that undermines the validity of the proceedings.



10. In addition, there is no evidence of a notice having been issued under Section 21 of the Act to the petitioner prior to the commencement of Arbitration. Section 21 of the Act clearly stipulates that the arbitral proceedings commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent. The issuance of such notice is mandatory and a *sine qua non* for valid commencement of proceedings. Absence of such notice renders the arbitral process fundamentally defective and *non-est* in law.
11. In light of the above, it is evident that (i) the appointment of the Sole Arbitrator was unilateral and invalid, (iii) no declaration under Section 12 of the Act was made, and (iv) the mandatory notice under Section 21 of the Act was not served. Collectively, these infirmities go to the root of the arbitral process and render the continuation of the mandate of the learned Sole Arbitrator untenable in law.
12. In view of the above, the present petition is allowed and the mandate of the Sole Arbitrator stands terminated.

JASMEET SINGH, J

OCTOBER 28, 2025/sp