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

+ **O.M.P. (T) (COMM.) 57/2025**

PRIME INFRA-BUILD PRIVATE LIMITED

....Petitioner

Through: Ms. Namitha Mathews and Ms.
Poorva Pant, Advocates.

versus

TWENTY FIRST CENTURY IRON AND STEELS LIMITED

.....Respondent

Through: Ms. Kritika Gupta, Ms. Shakshi
Goyal, Mr. Kanishk Arora, Ms. Nidhi Vardhan
and Mr. Pradeep Arora, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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14.07.2025

1. This petition is filed on behalf of the Petitioner under Section 14 of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of substitute Arbitrator.
2. To the extent relevant, case of the Petitioner is that Petitioner and Respondent entered into a Term Sheet dated 12.06.2023, whereby Petitioner extended Rs. 50 lakhs as advance to the Respondent along with signing of the Term Sheet. Based on further negotiations, Term Sheet was superseded by execution of Memorandum of Understanding ('MoU') dated 23.09.2023, whereby parties agreed on commercial terms of the proposed transactions, timelines as well as conditions precedent, which were needed to be fulfilled by the Respondent. Petitioner advanced a further sum of Rs. 2 crores to the



Respondent vide Cheque No. 529307 dated 03.10.2023.

3. It is stated that in terms of MoU, Respondent was obliged at its own cost and consequences to complete within four months, extendable by two months CPs required to be completed prior to execution of Definitive Agreements i.e., conversion of Project Land to Settlement Zone in the new Outward Development Plan of Pernem and obtained Sanad as also partitioned the project land, however, there was breach of the obligation of the Respondent. Instead of fulfilling its obligations, Respondent unlawfully terminated the MoU vide notice dated 18.01.2025. Petitioner filed a petition under Section 9 of 1996 Act being O.M.P. (I) (COMM.) 56/2025 seeking interim reliefs before this Court. By order dated 20.02.2025, Court appointed the Sole Arbitrator to adjudicate the disputes between the parties under the aegis of the Delhi International Arbitration Centre ('DIAC'). However, vide e-mail dated 04.04.2025, Petitioner was informed by DIAC that the Sole Arbitrator has recused himself from the matter, compelling the Petitioner to file the present petition.

4. Issue notice.

5. Ms. Kritika Gupta, learned counsel accepts notice on behalf of the Respondent and on instructions, submits that Respondent has no objection to the appointment of substitute Arbitrator by the Court.

6. Accordingly, with the consent of the parties, Mr. Justice P.S. Teji, former Judge of this Court (Mobile No. 9910384615), is appointed as the substitute Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of DIAC and as per its Rules. Fee of the Arbitrator shall be as per fee schedule of DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.



7. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
8. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
9. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

JULY 14, 2025
S.Sharma