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

+ O.M.P. (T) (COMM.) 58/2025 & I.A. 16558/2025

**NATIONAL SKILL DEVELOPMENT
CORPORATION**

.....Petitioner

Through: Ms. Jyoti Kumar Chaudhary, Mr.
Ankit Konwar and Ms. Subhanshi Kumari,
Advocates.

versus

SURYA WIRES PRIVATE LIMITED & ORS.Respondents

Through: Ms. N. Apoorva Rao, Advocate for
R-1, 4 and 6.

Mr. Namanjeet Singh Bhatia, Advocate for R-2, 3,
5 and 7.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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18.09.2025

1. This petition is filed on behalf of the Petitioner under Section 14(1)(b) and 14(3) read with Section 15(1)(b) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking termination of mandate of the learned Sole Arbitrator appointed between the parties in ICA Case No. AC-2322 titled *M/s. National Skill Development Corporation v. Surya Wires Pvt. Ltd. & Ors.* Disputes between the parties emanate from an alleged default by the Respondents in repaying a loan amount of Rs.8,28,41,482/- advanced by the Petitioner, which led to initiation of arbitration proceedings before the Indian Council of Arbitration ('ICA').
2. Learned counsels for the parties jointly submit that in response to an application filed by the Petitioner before the Arbitrator under Section 13 of



the 1996 Act, challenging the independence of the Arbitrator, Respondents had in the reply dated 01.04.2025 consented to termination of the mandate of the Arbitrator, however, contrary to the agreement between the parties, the Arbitrator passed an order dated 09.05.2025 directing that he shall continue to conduct the arbitral proceedings and hence, this Court may terminate the mandate so that parties can take recourse to appropriate proceedings for fresh appointment. In support of this plea, both counsels placed reliance on the judgment of the Coordinate Bench of this Court in ***Power Grid Corporation of India Ltd. v. Deepak Cables (India) Limited (DCIL), 2017 SCC OnLine Del 6651***, where a similar petition was filed before this Court for termination of the mandate of the Arbitrator on the ground that despite agreement between the parties for termination of the mandate, the Arbitral Tribunal had rejected the request despite acknowledging the autonomy of the parties to seek termination of mandate of the Arbitrator.

3. By this petition, termination of mandate of the learned Sole Arbitrator is sought on the ground that both parties have agreed that the mandate must be terminated. Petitioner filed an application before the Arbitrator under Section 13 of the 1996 Act laying a challenge to the impartiality of the Arbitrator. Reply was filed by the Respondent agreeing to the termination, however, the learned Arbitrator rejected the application and directed that the arbitral proceedings shall continue. A similar issue arose before this Court in ***Power Grid Corporation (supra)***, wherein the Arbitral Tribunal acknowledged that autonomy of the parties to agree to termination of the mandate of an Arbitrator, must be given primordial position, however, declined the request to terminate. The Court observed that Section 14(1)(b)



of the 1996 Act makes it explicit that where parties so agreed, mandate of an Arbitrator shall terminate and the same is the position in Section 15(1)(b). Additionally, Section 32(2)(b) incorporates a statutory requirement for the Arbitral Tribunal to issue an order of termination of its proceedings when ‘*parties agree on the termination of the proceedings*’ and therefore, all that the Tribunal was required to do was to enquire into whether, in fact, there was an agreement between the parties to terminate the mandate and where parties jointly agreed, the question simply did not arise. In these circumstances, there was no occasion for the Tribunal to review the reasons that weighed with the parties in deciding to terminate its mandate, whatever such reasons may have been.

4. In my view, the present case is squarely covered by the aforesaid judgment and accordingly, with the consent of the parties, mandate of the learned Arbitrator is terminated, leaving it open to the parties to take recourse to appropriate proceedings for appointment of a Substitute Arbitrator under the ICA Rules.

5. Petition along with pending application is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 18, 2025

S.Sharma