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

+ O.M.P. (COMM) 329/2024 & I.A. 35493/2024

DELHI PRAKASHAN VITRAN PRIVATE LIMITEDPetitioner

Through: Mr. Amit Gupta, Mr. Kshitij Vaibhav,
Ms. Muskan Nagpal, Advs.

versus

CASA 2 STAYS PVT LTDRespondent

Through: Mr. Govind Rishi, Adv.

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+ O.M.P. (COMM) 80/2025 & I.A. 3975/2025, I.A. 3976/2025

CASA 2 STAYS PVT LTDPetitioner

Through: Mr. Govind Rishi, Adv.

versus

DELHI PRAKASHAN VITRAN PRIVATE LIMITED AND ANR

.....Respondent

Through: Mr. Amit Gupta, Mr. Kshitij Vaibhav,
Ms. Muskan Nagpal, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

10.09.2025

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1. These are cross-petitions filed by both parties under Section 34 of Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking to set aside the Arbitral Award dated 18.12.2023 along with the Order dated 27.05.2024, passed by the Sole Arbitrator in the arbitration case titled as "**CASA 2 Stays Pvt. Ltd. vs. Delhi Prakashan Vitran Pvt. Ltd.**"



2. Learned counsels for both the parties state that the impugned Award may be set aside and the matter may be remanded back to a new Arbitrator to adjudicate the disputes in accordance with law. It is also agreed that the new Arbitrator will commence the proceedings from the stage of hearing of the final arguments and no fresh documents or evidences would be filed by either parties.
3. The Hon'ble Supreme Court in ***Mutha Construction v. Strategic Brand Solutions (I) Pvt. Ltd., SPL (C) No. 1105/2022 vide order dated 04.02.2022***, observed as under:-

“8. Therefore, once it is held that the order dated 30.04.2019 was a consent order and the parties agreed to set aside the award and remand the matter to the Sole Arbitrator for a fresh reasoned award, the decisions relied upon by the learned counsel on behalf of the petitioner referred to hereinabove shall not be applicable and/or be of any assistance to the petitioner. The principle of law laid down by this Court in the aforesaid decisions would be applicable where the Appellate Court decides the application under Section 34 of the Act on merits. It is to be noted that even in a case where the award is set aside under Section 34 of the Act on whatever the grounds which may be available under Section 34 of the Act, in that case the parties can still agree for the fresh arbitration may be by the same arbitrator. In the present case both the parties agreed to set aside the award and to remit the matter to the learned Sole Arbitrator for fresh reasoned Award. Therefore, once the order was passed by the learned Single Judge on



consent, thereafter it was not open for the petitioner to contend that the matter may not be and/or ought not to have been remanded to the same sole arbitrator.”

(Emphasis added)

4. A perusal of the above reproduced paragraph shows that where both the parties agree to set aside the Award and remit the matter to a new Arbitrator, there is no impediment in doing so.
5. I have already taken a view that the Court with consent of both the parties can set aside the Arbitral Award and remand the matter to a new Arbitrator, in ***Central University of Jharkhand v. M/S Kings Furnishing and Safe Co., O.M.P. (COMM) 11/2023 in order dated 09.04.2024***, in ***Sanjeev Kumar JHA v. PS Chaudhary, O.M.P. (COMM) 63/2019 in order dated 23.09.2024***, in ***Telecommunications Consultants India Ltd. v. Heloise Construction Pvt. Ltd., O.M.P. (COMM) 349/2017 in order dated 18.07.2025*** and in ***TAK Décor Pvt. Ltd. v. Cardio Fitness (India) Pvt. Ltd., O.M.P. (COMM) 74/2021 in order dated 04.08.2025***.
6. For the said reasons, the petition is allowed and the impugned Award dated 18.12.2023 along with the Order dated 27.05.2024 is set aside, with the following directions:-
 - vii) Ms. Rashmi Chopra (Sr. Advocate) (Mob. No. 9810311218) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - viii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).



- ix) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the 1996 Act prior to entering into the reference.
 - x) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
 - xi) The parties shall approach the learned Arbitrator within two weeks from today.
- 7. The Arbitrator shall commence the proceedings from stage of hearing of the final arguments.
 - 8. The fee of the Arbitrator is fixed at Rs. 1.5 lakhs per hearing subject to a maximum of 5 hearings. The fee of the Arbitrator shall be borne equally by the parties.
 - 9. The present petitions are disposed of with pending applications, if any.

JASMEET SINGH, J

SEPTEMBER 10, 2025/sp