



2025:DHC:7934



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **O.M.P. (T) (COMM.) 71/2025**Date of Decision: **03.09.2025****IN THE MATTER OF:****M/s P M PROJECTS AND SERVICES****PRIVATE LIMITED****HAVING ITS OFFICE AT: 30-B, INDUSTRIAL AREA,****RAU-PITHAMPUR ROAD, INDORE - 453331,****MADHYA PRADESH****.....PETITIONER**

Through: Mr. Saurajay Nanda, Ms. Mehak
Joshi and Ms. Raadhika Chawla,
Adv.

versus

BEN AND GAWS PRIVATE LIMITED**HAVING ITS OFFICE AT:****E 48/9 MILLENIUM, OKHLA****INDUSTRIAL AREA, PHASE-II,****NEW DELHI - 110020.****.....RESPONDENT**

Through: Ms. Apeksha Lodha and Mr. Prajjwal
Gour, Adv.

CORAM:**HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV****J U D G E M E N T****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)**

1. The controversy involved in the present matter would indicate that the Petitioner/Claimant herein, M/s PM Projects & Services Pvt. Ltd. ("the Petitioner"), had earlier filed a petition under Section 11(5) of the



Arbitration and Conciliation Act, 1996 (“Act of 1996”) seeking appointment of a sole arbitrator to adjudicate disputes arising out of an Indemnity Bond dated 26.03.2021 executed by the Respondent in favour of the Petitioner.

2. It is seen that the Indemnity Bond dated 26.03.2021 contains an arbitration clause which provides that *“in case of any dispute arising under this undertaking, the same shall be referred to a sole arbitrator mutually chosen by PMPS and B&G, for fast-track procedure arbitration under Section 29B of the Arbitration and Conciliation Act, 1996.”* The Indemnity Bond appears to be duly stamped.

3. The Petitioner is a private limited company incorporated under the Companies Act, with its registered office at 30-B, Industrial Area, Rau-Pithampur Road, Indore, Madhya Pradesh, engaged in the manufacture and export of industrial process equipment and plant machinery.

4. The Respondent is a private limited company incorporated under the Companies Act, 2013, having its headquarters at E-48/9 Millennium, Okhla Industrial Area, Phase-II, New Delhi, engaged in the manufacture of storage tanks and grain storage silos.

5. The parties originally entered into a Dealer Agreement dated 04.12.2018 under which the Petitioner was appointed dealer for the Respondent for the territory of Indore, Madhya Pradesh. Pursuant to enquiries by M/s Avi Agri Business Limited for supply, installation, and commissioning of hopper-bottom silos at Ujjain, the Respondent quoted for the work, negotiations and site inspections followed, and Avi Agri placed an order through the Petitioner specifying the Respondent as manufacturer.

6. The Petitioner placed purchase orders on the Respondent for supply and installation (P.O. No. 2PO2000118 dated 19.06.2020 for Rs.



77,08,050/- P.O. No. 2PO2000869 dated 04.12.2020 for Rs. 5,42,800/-).

7. The scope under the purchase orders included design, engineering, manufacture, supply, erection, installation, commissioning, warranty, and after-sales services. The Petitioner is stated to have made advance payments amounting to approximately 85% of the invoice value (Rs. 66,00,000/-) by 31.10.2020. Despite repeated follow-ups, the Respondent allegedly failed to supply material and mobilise installation teams in a timely manner; the work progressed slowly and remained incomplete. In March 2021 the parties agreed to time-bound milestones, and the Petitioner provided commercial security by issuing a post-dated cheque dated 31.05.2021 for Rs.16,50,850/-; this arrangement was evidenced by the Indemnity Bond dated 26.03.2021.

8. The case of the Petitioner seems to be that the Respondent wrongfully presented and sought to encash the post-dated cheque on 27.08.2021, resulting in a legal notice under Section 138, N.I. Act, dated 02.09.2021.

9. The Petitioner replied on 12.09.2021, denying any liability on the ground that the preconditions for presentment (completion, joint inspection, and issuance of stability certificate) had not been satisfied and appended the Indemnity Bond to its reply.

10. Thereafter, defects and deficiencies in workmanship and materials were notified to the Respondent. Specific complaints recorded on the file include leakage during rains, alleged non-compliance with applicable IS codes, and use of sub-standard materials and malfunctioning of control/temperature monitoring systems.

11. On 06.09.2022, the Petitioner and its Director received summons in complaint proceedings initiated by the Respondent under Section 138, N.I. Act in relation to the said cheque.



12. The Petitioner contends that such proceedings are mala fide and unsustainable given the non-completion and defective execution of the contract and reserves its rights in that regard.

13. By notice dated 17.01.2023 under Section 21 of the Arbitration and Conciliation Act, 1996, the Petitioner invoked arbitration in terms of Clause 6 of the Indemnity Bond and proposed appointment of a sole arbitrator through the Delhi International Arbitration Centre (DIAC).

14. Pursuant to the Section 21 notice dated 17.01.2023, the Section 11(5) petition for the appointment of the sole arbitrator was filed, and *vide* order dated 04.12.2023, in ARB. P. 926/2023, this Court found that the arbitral dispute had arisen between the parties and thus appointed a sole Arbitrator.

15. Subsequently, when the arbitration proceedings were taken up, the sole Arbitrator, however, *vide* order dated 28.03.2025, recused himself from the matter for the reasons stated therein.

16. The recusal order records that the arbitrator had received an advance application under Section 14 of the Act of 1996, containing allegations against the Tribunal that procedural orders are not being supplied to both parties. Against the same, the Tribunal noted that procedural orders had indeed been issued to both parties and that the Tribunal was not guilty of any professional misconduct or “window dressing” during the arbitration; and that the averments made in the Section 14 application were unfounded, contrary to the factual matrix, and appeared to be aimed at delaying the statutory timelines. Notwithstanding these observations, the Tribunal expressed its unwillingness to continue and accordingly recused, leaving the parties to pursue such lawful remedies as may be available to them. The said order of the Tribunal reads as under:-



“ORDER

28.03.2025

Present: None for the parties

I have taken up the matter today, pursuant to an advance Notice received by the undersigned from Mr. Prajjwal Gaur, Advocate alongwith an application under Section 14 of the Arbitration & Conciliation Act, 1996, wherein, unfounded allegations have been leveled against the Arbitrator.

The procedural orders were being sent to both the parties, the Arbitrator was not guilty of any professional misconduct/ window dressing during the course of Arbitration Proceedings, the averments made by the Respondent in the said petition are otherwise unfounded, contrary to factual matrix and were made in order to delay the timelines of the Arbitration & Conciliation Act, 1996, which were being informed to both the parties.

Be that as it may, the undersigned is not willing to continue as an Arbitrator in the matter and hence forth, Recuse himself from the matter, the parties may resort to lawful remedies available to them, as per law.”

17. It is under the aforesaid circumstances, the petitioner has approached this Court under Section 15 of the Act of 1996, and for the appointment of a substitute sole Arbitrator following the withdrawal of the sole Arbitrator.

18. On notice being issued *vide* order dated 08.08.2025, the reply has been filed by the respondents, wherein an objection has been raised that the instant petition is not maintainable under Section 15, and instead, the petitioner has to follow the similar procedure as was envisaged before taking up the initial Petition Section 11(6).

19. It is the case of the respondent that, as per the rules applicable for appointment, the petitioner has to initiate proceedings by invoking Clause 6 of the Indemnity Bond dated 26.03.2021.

20. In order to substantiate the aforesaid submission, reliance is placed on a decision of the Supreme Court in the case of ***Yashwith Constructions (P)***



*Ltd. vs. Simplex Concrete Piles India Ltd. and Anr*¹; the decision of this Court in the case of *M/s Raj Chawla and Co. Stock Share Brokers v. M/s Nine Media and Information Services Ltd. & Anr.*²; and another decision in the case of *Mother Bood Foods Pvt. Ltd. v. Ready Roti India Pvt. Ltd*³. It is also contended that the decision passed in the case of *M/s Raj Chawla*, has not been interfered with by the Supreme Court in SLP bearing no. 5071/2023 and *vide* order dated 27.03.2023, the SLP has been dismissed.

21. Learned counsel for the petitioner, however, opposes the aforesaid contention, and he submits that the decision relied upon by learned counsel for the respondent has no application under the facts of the present case. He submits that the issue in hand has been conclusively decided by this Court in *Mithlesh Kumar Aggarwal v. Athena Infrastructure Ltd*⁴, *GMR Ambala Chandigarh Expressesways Pvt. Ltd. v. National Highway Authority of India & Ors.*⁵; *Tricolor Hotels Ltd. v. Dinesh Jain*⁶, and decision of the High Court of Calcutta in the case of *Ramjee Power Construction Ltd. v. Damodar Valley Corporation*⁷, and the decision of the Bombay High Court in the case of *SAP India Private Limited v. Cox & Kings Limited*⁸.

22. He, therefore, contends that the Court will have to draw a distinction between an Arbitrator who is substituted on recusal or for any reason by the Court, and an Arbitrator who was initially appointed in terms of the Rules and mechanism provided in the agreement.

¹ (2006) 6 SCC 204

² 2023 SCC OnLine Del 520

³ 2024 SCC OnLine Del 4616

⁴ 2017 SCC OnLine Del 7875

⁵ 2018 SCC OnLine Del 7588

⁶ 2022 SCC OnLine Del 3717

⁷ 2009 SCC OnLine Cal 321



23. I have heard learned counsel for the parties and perused the record.
24. The facts which remain undisputed in the instant case is that the Arbitrator has been appointed by this Court in exercise of power under Section 11(6) of the Act of 1996.
25. The Court, while appointing the arbitrator, has taken note of the fact that the parties failed to appoint the arbitrator by consent in terms of Clause 6 of the Indemnity Bond dated 26.03.2021.
26. It also remains undisputed that the Arbitrator appointed by the Court had recused *vide* proceedings dated 28.03.2025.
27. The sole question that arises for consideration is whether, under the facts of the present case, the petitioner has to initiate proceedings as envisaged under Clause 6 of the Indemnity Bond dated 26.03.2021, or to seek for the substitution in terms of Section 15 of the A&C Act.
28. If the decisions relied upon by learned counsel for the parties are examined in their proper perspective, particularly the case of ***Mithlesh Kumar Aggarwal***, this Court observed that the Arbitrator therein had been appointed pursuant to a petition under Section 11 of the Act of 1996.
29. Since the parties had forfeited their contractual right to appoint an Arbitrator, the Court exercised its power under Section 11 to make the appointment. In those circumstances, the decision of the Supreme Court in ***Yashwith Constructions (P) Ltd.*** was considered but distinguished, and the Arbitrator was substituted in exercise of the power of the Court under Section 15(2) of the Act. The Court drew a clear distinction between cases where arbitration proceedings are initiated under the mechanism stipulated in the agreement itself, and cases where proceedings are commenced

⁸ 2019 SCC OnLine Bom 722



pursuant to an appointment made by the Court under Section 11 of the Act.

30. The paragraph nos. 5 to 9 of the said decision in the case of **Mithlesh Kumar Aggarwal** is reproduced as under:-

“5. Mr Datta, learned Senior Counsel appearing for the respondent does not dispute that an arbitrator is to be appointed in place of late Justice S.K. Mahajan (Retired). He, however, submits that as per the agreement, the respondent must be given an opportunity to re-appoint an arbitrator in place of late Justice S.K. Mahajan. This Court is unable to accede to the aforesaid submission principally for the reason that late Justice S.K. Mahajan (Retired) was appointed by this Court in a petition under Section 11 of the Act, since the respondent had forfeited its right to appoint an arbitrator.

6. The Supreme Court in **Yashwith Constructions (P) Ltd. v. Simplex Concrete Piles India Ltd. and Anr.**: (2006) 6 SCC 204 had interpreted Section 15(2) of the Act liberally and had explained that the provision applicable for appointment of the substitute arbitrator would be the same as "at the initial stage". Thus, the expression "rules" in Section 15(2) of the Act, was read to imply that the same procedure which was applicable for appointment of an arbitrator, who is sought to be substituted, would be applicable for appointment of the substitute arbitrator.

7. In **The Chhotanagpur Regional Handloom v. Association of Corporation and Apex: Manu/DE/2600/2008**, a Coordinate Bench of this Court while considering the applicability of the provisions of Section 15(2) of the Act in context of the petition filed under Section 14 of the Act, rejected the contention that after the mandate of the arbitral tribunal was declared as terminated under Section 14 of the Act, the parties were to be relegated to start the process under the original agreement and this Court ought not to proceed to appoint a substitute arbitrator. The Court referred to the decision of the Supreme Court in *Yashwith Constructions (supra)* and held that Section 15(2) of the Act has to be viewed as a part of a broader effort to strengthen the alternative dispute resolution mechanism rather than undermine it. Relegating the parties to commence the process once again may lead to confusion and may in certain circumstances compel one of the parties to again approach the Court under Section 11(6) of the Act which could not be the legislative intent. The Court held that Section 15(2) required the Court to appoint an arbitrator as a logical sequitur to Section 14 of the Act.

8. In **Ramjee Power Construction Ltd. v. Damodar Valley Corporation**: (2009) 2 Arb LR 625, the Calcutta High Court considered the decision of the Supreme Court in *Yashwith Construction (supra)* and observed as under:-



"As observed above, the expression "rules that were applicable to the appointment of the arbitrator being replaced" in section 15, have carefully been chosen. If the arbitrator being replaced was appointed by the Chief Justice and/or his designate in accordance with section 11 of the 1996 Act read with the applicable rules, the substitute arbitrator would also have to be appointed by the Chief Justice and/or his designate in the same manner."

*9. The Calcutta High Court following the decision of the Supreme Court in **Datar Switchgears Ltd. v. Tata Finance Ltd. and Anr.:** (2002) 8 SCC 151, held that once an application under Section 11 was made, the right of either party to appoint an arbitrator stood extinguished. In view of the aforesaid, the Court reasoned that if the arbitrator is appointed in accordance with Section 11 of the Act, the substitute arbitrator would also have to be appointed in the same manner. This Court respectfully concurs with the aforesaid view."*

31. Similarly, in **GMR Ambala Chandigarh**, this Court took note of the decision of the Supreme Court in **Yashwith Constructions (P) Ltd**, along with other applicable precedents, and in paragraph 14 applied the same distinction. It was held that where a party fails to appoint or nominate its arbitrator, the Court is required to make such appointment under Section 11(6) of the A&C Act, and any subsequent substitution of the arbitrator must be effected by the same authority, namely, the High Court.

32. An almost similar position has been taken by this Court in the case of **Tricolor Hotels Limited**. The relevant paragraphs of the said decision are reproduced as under:-

"26. It is settled law that the procedure for substitution of an arbitrator under Section 15 of the Act must be the same as the initial appointment of the said arbitrator, who is sought to be substituted. Section 15 of the Act is very categorical in its stipulation that where the mandate of an arbitrator terminates, a substitute arbitrator shall be appointed according to the Rules that were applicable to the appointment of the arbitrator being replaced. Section 14 of the Act states that mandate of an arbitrator shall terminate and he shall be substituted by another arbitrator if he withdraws from his office. Thus, in the present case the mandate of the arbitrator was terminated when he recused himself from the arbitral proceedings.

27. Considering the facts in the present case, it is clear that appointment



of the sole arbitrator in the present case was done by this Court. Section 11(2) of the Act provides that the parties are free to agree on a procedure for appointing an arbitrator or arbitrators. If there is no procedure agreed between the parties for appointment of an arbitrator, then in terms of Section 11(5) of the Act, appointment of an arbitrator is to be made within 30 days from receipt of a request by one party from the other party. If an arbitrator is not so appointed within 30 days of receipt of request for appointment of an arbitrator, then as per Section 11(4) of the Act, an application is made before Court for appointment of an arbitrator. In the present case, arbitrator was not appointed by respondent in terms of Section 11(5) of the Act. Thus, this Court in exercise of its power under Section 11(6) of the Act appointed sole arbitrator in the present case. Once a party forfeits its right for appointment of an arbitrator and arbitrator is appointed by Court, then said right cannot be revived subsequently for substitution of an arbitrator in terms of Section 15 of the Act. The procedure as given under Section 11(5) of the Act cannot be resorted to for substitution of an arbitrator, when the initial appointment of an arbitrator is done by Court in exercise of its power under Section 11(6) of the Act.

28. In the present case, order appointing the arbitrator by this Court was a consent order and on this account, the parties in the present case had given up their right for appointment of an arbitrator. Therefore, petitioner did not have the option to resort to the procedure as envisaged under Section 11(5) of the Act to wait for 30 days for the respondent to appoint an arbitrator after recusal by the arbitrator in order to contend that the limitation period in terms of Article 137 of the Limitation Act commenced only after expiry of 30 days. Such a course of action was not available to the petitioner.

29. Considering the above, substituted arbitrator in the present case is to be appointed by this Court only in terms of Section 15 of the Act in consonance with the Rules applicable to the appointment of the arbitrator being replaced. It was not permissible for the respondents to appoint a substitute arbitrator as the initial appointment itself was made by this Court. Therefore, the contention on behalf of the petitioners that the limitation period of 3 years in terms of Article 137 of the Limitation Act started running only after expiry of 30 days from the date of recusal of the arbitrator, is totally misplaced and is rejected.”

33. The High Court of Calcutta, in the case of **Ramjee Power Construction Ltd**, as well as the High Court of Bombay in the case of **SAP India Private Ltd**, has also taken a similar view. Paragraph 48 of **SAP India Private Ltd** is culled out hereunder for reference:-



“48. It can be thus clearly seen from the common thread which flows from decisions of the Supreme Court in *Yashwith Constructions (P) Ltd.* (supra) and *Shailesh Dhairyawan* (supra) and the decisions of learned Single Judge of Delhi High Court in *Mithlesh Kumar Aggarwal* (supra) and *GMR Ambala Chandigarh Expressways Pvt. Ltd.* (supra), and the decision of learned Single Judge of Calcutta High Court in “*R.B. Rajesh v. The Chief Engineer*” (supra), and the decisions of learned Single Judge of this Court in *Rajesh K. Shah v. Kamlesh K. Sahani* (supra), and *Ignatius Tony Pereira* (supra), that when the initial appointment of an arbitrator is made by the Court by an order passed under Section 11 of the Act, an appointment of a substitute arbitrator would be required to be made in the same manner by the Court, as in terms of Section 15 subsection (2) of the Act the initial procedure and the rule so followed, would be required to be followed in appointing a substitute arbitrator. This also for the reason that the party whose right to make an appointment of an arbitrator as per the arbitration agreement stands forfeited, in the Court making the appointment as per Section 11 of the Act, would not have any authority to make an appointment of a substitute arbitrator.”

34. It is in the aforesaid context that the decision in ***Yashwith Constructions (P) Ltd.*** has been consistently understood and applied, both by this Court and by various other High Courts, to mean that once an Arbitrator has been appointed under Section 11(6) of the Arbitration and Conciliation Act, the substitution of such Arbitrator does not necessitate undergoing the same exercise as at the stage of the initial appointment.

35. In the present petition, therefore, this Court finds no impediment to substituting the Arbitrator. As regards the decision in ***M/s Raj Chawla***, it was rendered in the specific facts of that case, without consideration of the earlier binding precedents such as ***Mithlesh Kumar Aggarwal***, ***GMR Ambala Chandigarh***, and ***Tricolor Hotels Limited***.

36. Furthermore, a perusal of the Indemnity Bond, which governs the present dispute and is binding upon the parties, reveals that it expressly contains an arbitration clause. Clause 6 thereof stipulates that the arbitration proceedings shall be governed under Section 29B of the Act of 1996. The



said clause reads as under:-

“6. That in case of any dispute arising under this undertaking, the same shall be referred to a sole arbitrator mutually chosen by PMPS and B&G, for fast-track procedure arbitration under Section 29B of the Arbitration & Conciliation Act, 1996.”

37. Thus, the intent of the parties is manifestly clear inasmuch as they consciously agreed that any dispute arising out of the Indemnity Bond would be resolved through arbitration, and more significantly, that such arbitration would be conducted under the *fast-track procedure* envisaged in Section 29B of the Act of 1996. This demonstrates not only their preference for arbitration as a mode of alternative dispute resolution but also their deliberate choice to adopt a mechanism designed to expedite the process within the framework of the Act. For the sake of clarity, the text of Section 29B of the Arbitration and Conciliation Act, 1996 is reproduced hereunder:-

“[29B. Fast track procedure.-- (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):--

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without any oral hearing;

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;

(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.



(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of section 29A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]”

38. A plain reading of Section 29B indicates that it provides for a special procedure akin to summary proceedings, whereby oral hearings and arguments are curtailed, and the arbitral tribunal is primarily required to decide the matter on the basis of documents, affidavits, and written submissions. The underlying objective of the provision is that when the documentary record substantially speaks for itself, the adjudication is done based on the same itself, and that the proceedings are both swift and efficient.

39. Furthermore, a perusal of Section 15 of the Act of 1996, which provides for termination of mandate and substitution of an arbitrator, is apposite. The provision makes it clear that where an arbitrator withdraws from office for any reason (as has occurred in the present case, where the sole arbitrator has recused himself following allegations of bias), or where the parties so agree, a substitute arbitrator is to be appointed in accordance with the same rules that governed the appointment of the arbitrator being replaced. Importantly, unless the parties agree otherwise, any hearings already conducted may, at the discretion of the newly constituted arbitral tribunal, be repeated, and further, any orders or rulings issued by the previous arbitrator prior to such substitution shall not be invalidated merely on account of the change in composition. The relevant provision is culled out hereunder for reference:-



“Section 15. Termination of mandate and substitution of arbitrator.

(1) In addition to the circumstances referred to in section 13 or section 14, the mandate of an arbitrator shall terminate—

(a) where he withdraws from office for any reason; or

(b) by or pursuant to agreement of the parties.

(2) Where the mandate of an arbitrator terminates, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.

(3) Unless otherwise agreed by the parties, where an arbitrator is replaced under sub-section (2), any hearings previously held may be repeated at the discretion of the arbitral tribunal.

(4) Unless otherwise agreed by the parties, an order or ruling of the arbitral tribunal made prior to the replacement of an arbitrator under this section shall not be invalid solely because there has been a change in the composition of the arbitral tribunal.”

40. A perusal of Section 15(3) would indicate that, unless otherwise agreed by the parties, it is within the discretion of the substituted arbitral Tribunal either to proceed from the stage left by the earlier Tribunal or to recommence the hearings afresh.

41. Thus, the scheme of the provision confers flexibility upon both the parties and the newly appointed Tribunal, ensuring that the proceedings are not rendered invalid merely by reason of substitution, while at the same time preserving the option of a *de novo* hearing where circumstances so warrant.

42. While Section 15 of the Act provides the flexibility for proceedings to either continue from the stage at which they were terminated by the earlier Tribunal or to recommence *de novo*, such a mechanism is not expressly envisaged under Section 11 of the Act of 1996. The scheme of Section 11, when carefully read, does not contemplate continuation of proceedings from the point at which they were left by a previously appointed arbitrator, if any. In fact, section 11 does not even contemplate such a scenario *ex facie*. Instead, it merely empowers the Court to appoint an arbitrator where the parties have failed to agree on such appointment in terms of their agreement.



43. Thus, keeping in view the intent of the parties as manifested in Clause 6 of the Indemnity Bond, wherein the parties have consciously elected to adopt the *fast-track procedure* under Section 29B of the Act, it is evident that their overarching objective was to secure a quick and efficient resolution of disputes.

44. On the fulcrum of such intent, this Court is of the considered opinion that the parties, in circumstances where the arbitrator has recused, need not be compelled to institute a fresh petition under Section 11. Instead, recourse may appropriately be taken under Section 15 of the Act, which specifically provides for substitution of an arbitrator in such eventuality, thereby preserving both the continuity of proceedings and the expeditious resolution as envisaged by the parties.

45. The Court, therefore, overrules the objections raised by the respondent and proceeds to substitute the Arbitrator with Ms. Diksha Punia, Advocate (Phone no. +91-9958535104, Email Id- advdikshapunia@zohomail.in) on the same terms and conditions as the original Arbitrator had been appointed *vide* order dated 04.12.2023.

46. It is noted that the mandate of the learned Arbitrator expired on 17.06.2025, and therefore requires an appropriate extension.

47. Accordingly, the mandate of the learned Arbitrator is hereby extended for a further period of twelve months from today.

48. With the aforesaid directions, the present petition stands disposed of.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

SEPTEMBER 3, 2025/aks/sp