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

+ W.P.(C) 16203/2024 and CM APPL.28783/2025

SUMANA VERMA

.....Petitioner

Through: Mr. Sambit Nanda and Ms. Samaya
Khanna, Advs.

versus

ARTI KAPUR & ANR.

.....Respondents

Through: Mr. Murari Tiwari, Mr. Rahul Kumar,
Ms. Nimisha Gupta, Ms. Sonia
Kumari and Ms. Abha Tomar, Advs.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

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20.05.2025

1. The present petition has been filed by the petitioner assailing an order dated 26.10.2024 passed by the learned Sole Arbitrator in case bearing no. DIAC/5257/2022 titled as '*Arti Kapur v. Sumana Verma & Anr.*'. The parties are directors and shareholders in M/s Gold Cause Construction Private Limited ("GCCPL"), which deals with real estate construction & development.
2. The disputes between the parties arose on account of the alleged refusal of the petitioner to purchase the shareholding of the respondent no.1 in the said company. This Court *vide* order dated 09.09.2022 in ARB.P. No. 497 of 2021 referred the disputes to arbitration before the DIAC.
3. It is submitted that the petitioner expressed her inability to pay the fees of the Arbitrator as per the DIAC rules. In view of the same, the learned Arbitral Tribunal passed an order striking off the defence of the petitioner solely on the ground of petitioner's inability to pay the fees.



4. It is submitted by the petitioner that the same is contrary to the provisions of the Arbitration Act as well as the rules prescribed by the DIAC. It is further submitted that the same will inhibit the tribunal from effectively adjudicating the matter taking into account all relevant aspects thereby vitiating the arbitral proceedings.

5. It has been settled in catena of cases, that the scope of jurisdiction of this Court in respect of orders passed by the Arbitral Tribunal, is extremely limited¹.

6. *Prima facie*, the petitioner has not been able to make out a case for interference with the order passed by the learned Sole Arbitrator in these proceedings under Article 226 of the Constitution of India.

7. At this stage, learned counsel for the petitioner submits that the petitioner is willing to deposit an amount of Rs. 10,00,000/- towards arbitral fees and cost.

8. Learned counsel for the respondents submits that in the interest of an effective and expeditious adjudication of the matter, the deficit amount shall be paid/ deposited by the respondents subject to the respondents' right to request the learned Sole Arbitrator to take the same into account while passing final award.

9. In the circumstances, with consent of respective counsel, the directions in the impugned order striking off the defence of the petitioner herein is set aside, subject to the petitioner's depositing a sum of Rs. 10,00,000/- towards arbitral fees/cost. The deficit amount, if any, towards

¹ Bhaven Constructions vs Executive Engineer, Sardar Sarovar Narmada Nigam Limited and Anr., (2022) 1 SCC 75; Sadbhav Engineering Ltd. vs Micro and Small Enterprises Facilitation Council and Ors., 2025 SCC OnLine Del 319; Surender Kumar Singhal and Ors. vs Arun Kumar Bhalotia and Ors., 2021 SCC OnLine Del 3708



the petitioner's share of arbitral fees shall be deposited by the respondent no. 1 herein.

10. The parties shall jointly request the learned Sole Arbitrator to resume and conduct the arbitral proceedings accordingly.

11. Needless to say, the respondents shall be entitled to urge/ request the learned Sole Arbitrator to take into account the aforesaid deposit by the respondent of the petitioner's share of arbitral fees/ cost, while passing the final award.

12. The petition is disposed of in the above terms. Pending application/s if any also stands disposed of.

13. The date already fixed i.e. 17.07.2025 stands cancelled.

SACHIN DATTA, J

MAY 20, 2025/uk