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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P. (T) (COMM.) 22/2026 & I.A. 5663/2026 (For Lengthy synopsis and list of dates)

VIVEK TRADING COMPANYPetitioner

Through: Mr. Sahil Tagotra and Ms.
Shreya Kasera, Advocates.

versus

TRANS MASHALLAH GENERAL TRADING FZE AND
ANR.Respondents

Through: Mr. Sameer Rohatagi, Mr.
Namit Suri, Mr. Preetpal Singh
& Mr. Anish, Advocates for
R-2.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

ORDER
18.03.2026

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1. The present Petition, filed under Sections 14 & 15 of the Arbitration and Conciliation Act, 1996 [**“Act”**], seeks the following reliefs:

“.....

- i. Pass an order setting aside the Order dated 11.11.2025 and declaring under Section 14 of the Arbitration and Conciliation Act, 1996 that Ms. Malvika Trivedi, the Learned Sole Arbitrator, was de Jure unable to perform her functions at the time of passing the said Order, in the Arbitration proceedings titled "Vivek Trading Company versus Trans Mashallah General Trading FZE & Anr. ";
- ii. Pass an order under Section 15 of the Act directing appointment of a substitute Arbitral Tribunal to adjudicate the disputes between the parties arising out of the Agreement dated 29.03.2022 in the Arbitration proceedings titled " Vivek Trading Company versus Trans Mashallah General Trading FZE & Anr.";
- iii. Pass any such further orders as this Hon'ble Court deems fit and proper in the interest of justice.”



2. At the very outset, this Court has put a pointed question to the learned counsel appearing on behalf of the Petitioner as to how the first part of Prayer (i) which reads as “*Pass an order setting aside Order dated 11.11.2025*” is maintainable under a petition filed under Sections 14 & 15 of the Act.

3. Learned counsel appearing on behalf of the Petitioner, in this regard, submits that the prayer clause (i) is a composite one wherein, in addition to setting aside the said Order, he has also sought a declaration that the learned Arbitrator was *de jure* unable to perform her functions at the time of passing of the said Order. He therefore, on the said reasoning, submits that the present Petition, with the reliefs as framed therein, is maintainable.

4. Learned counsel appearing on behalf of the Respondent No. 2 submits that Sections 14 & 15 of the Act do not permit this Court to pass any order in respect of any other aspect contained therein, even assuming the same order also terminates the mandate of the Arbitrator.

5. This Court has heard the learned counsel appearing on behalf of the parties and with their able assistance, perused the material on record.

6. This Court is of the opinion that the prayer clause (i), as framed, seeks two distinct reliefs which cannot be said to fall within the confines of the powers exercisable under Sections 14 & 15 of the Act.

7. Furthermore, prayer (ii) of the present Petition would be the natural sequitur to the grant of any prayer under paragraph 2 of prayer (i). Since, prayer (ii) is one which would in the opinion of this Court be one which would be amenable to the jurisdiction of the Hon’ble Supreme Court since the learned Arbitrator came to be appointed on the basis of an order passed by the Hon’ble Supreme Court. Learned



counsel appearing on behalf of the Petitioner would also not controvert this aspect.

8. In view of the same, this Court is of the opinion that the prayers as sought for in the present Petition are not maintainable under Sections 14 & 15 of the Act.

9. At this stage, learned counsel appearing on behalf of the Petitioner seeks liberty of this Court to withdraw the present Petition.

10. This Court is of the opinion that the liberty as sought for, may be granted and the Petitioner is at liberty to seek such remedies as are available to him under law.

11. In view of above, the present Petition, along with pending Application(s), if any, stands dismissed as withdrawn.

HARISH VAIDYANATHAN SHANKAR, J.
MARCH 18, 2026/tk/dj