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Court No. - 9

Case :- MATTERS UNDER ARTICLE 227 No. - 11263 of 2023

Petitioner :- Amit Agarwal
Respondent :- Atul Gupta And Another
Counsel for Petitioner :- Prabhakar Dwivedi,Sr. Advocate
Counsel for Respondent :- Pankaj Dubey

Along with

Case :- MATTERS UNDER ARTICLE 227 No. - 11273 of 2023

Petitioner :- Amit Agarwal
Respondent :- Atul Gupta And Another
Counsel for Petitioner :- Prabhakar Dwivedi,Sr. Advocate
Counsel for Respondent :- Pankaj Dubey

Hon'ble Rohit Ranjan Agarwal,J.

1. These two writ petitions have been filed under Article 227 of the Constitution of India assailing the judgment and order dated 14.09.2023 passed by Commercial Court No.1, Meerut in Arbitration Case No.142 of 2022 (Old No.22 of 2016) and Arbitration Case No.143 of 2022 (Old No.72 of 2015) (Atul Gupta vs. Amit Agrawal & Anr.), allowing the application filed by respondent No.1 under Section 14(2) of Arbitration & Conciliation Act, 1996 *(hereinafter called as "Act of 1996").*

2. The facts in brief giving rise to the present petitions are that the petitioner Amit Agrawal entered into business of real estate in the year 1983. Respondent No.1 joined his business and both the petitioner and respondent No.1 carried on the business for quite a long time. In the year 2006, the dispute arose between them. The matter was referred to the sole arbitrator Pradeep Sharma on 25.01.2007.

3. An interim award was passed on 27/28.01.2007. Respondent No.1 challenged the interim award under Section 34 of the Act of 1996 before the District Judge, Meerut. Vide order dated 12.07.2018 the said application under Section 34 of Act of 1996 being Arbitration Case No.24 of 2007 was allowed. The petitioner filed First Appeal From Order No.3932 of 2018 challenging the said order before this Court. Respondent No.1 had filed Arbitration Case Nos.55 of 2007, 56 of 2007 and 65 of 2007 (Atul Gupta vs. Amit Kumar Agarwal & Anr.) under Section 9 of the Act of 1996 before District Judge, Meerut, which was dismissed on 07.11.2007.

4. The Sole Arbitrator on 03.10.2014, as an interim measure, passed an order under Section 17 of the Act of 1996, which was received by respondent No.1 on 08.10.2014, against which an appeal under Section 37(2)(b) of the Act of 1996 was filed by respondent No.1 being Appeal No.8 of 2015.

5. Respondent No.1 on 13.10.2014 sent a letter to respondent No.2/the Sole Arbitrator stating therein that after making an award on 27/28.01.2007, neither he had taken any steps nor proceeded with the matter as such, in view of Section 14(1)(a) of Act of 1996, the mandate has come to an end. It was further stated that he should withdraw from the arbitral proceedings otherwise respondent No.1 will be compelled to move application under Section 14(2) of the Act of 1996.

6. The Arbitrator kept the matter pending from 13.10.2014 to 13.08.2015 and on 13.08.2015, respondent No.1 received a notice from the Sole Arbitrator wherein 30.08.2015 was fixed for final award.

7. Respondent No.1 on 20.08.2015 filed an application under Section 14(2) of the Act of 1996 before the District Judge, Meerut

which was numbered as Arbitration Case No.72 of 2015 (new number 143 of 2022). In the said case, respondent No.1 on 04.09.2015 filed an application supported by an affidavit for restraining the Sole Arbitrator from proceedings further in the arbitral proceedings. The Sole Arbitrator on 24.09.2015 delivered the final award at Mumbai.

8. Respondent No.1 filed another application under Section 14(2) of the Act of 1996 on 31.05.2016, which was numbered as Arbitration Case No.22 of 2016 before the District Judge, Meerut with the prayer that respondent No.2 does not have mandate to decide application under Section 33(4) of the Act of 1996. The said application was thereafter numbered as Arbitration Case No.142 of 2022.

9. The sole arbitrator proceeded to pass additional award on 27.9.2016 and corrected award on 28.12.2016.

10. As both the Arbitration Case Nos.142 of 2022 and 143 of 2022 are in regard to the same dispute between the same parties, thus, by the orders of District Judge, both the matters were connected and were tried together by the Court below. Vide order dated 14.8.2023, both the application u/S 14(2) were allowed and it was held that the mandate of the Arbitrator stood terminated on the ground that he has failed to act without undue delay, hence, the present writ petitions.

11. Counsel for both the parties have agreed that both the writ petitions be heard together and decided at the admission stage itself. In view of the agreement of counsel for the parties, this Court proceeds to hear the matter at the admission stage itself without inviting any counter affidavit as only legal questions have been raised from both the sides.

12. Sri Ravi Kant, Senior Advocate, appearing for the petitioner submitted that Section 14(2) of Act of 1996 provides that in case any controversy remains concerning any of the grounds referred to in

clause (a) of sub-section (1), the party may apply to the Court to decide on the termination of the mandate of the Arbitrator. According to him, sub-section (1) of Section 14 of Act of 1996 was amended by Act 3 of 2016 w.e.f. 23.10.2015 while the application in the present case was moved on 20.08.2015, i.e. prior to the amendment made in the Act. Further, the word 'delay' used in Section 14 (1) of Act of 1996 is qualified by the word 'undue'. It is not a mere delay that would justify the Court to declare the mandate of an Arbitrator as terminated. "Undue delay" is not a mere 'delay'. In order to declare that the mandate of arbitrator stood terminated, the Court must be satisfied that the delay on the part of Arbitrator was inordinate, unjustified or unwarranted. He then contended that word 'fail' means neglect, to wrong or fall short of what is expected. What is required to plead and prove is that the Arbitrator had neglected to act with excessive or inordinate delay.

13. The interim award, which was made on 27/28.01.2007 was put to challenge by respondent No.1 under Section 34 of the Act of 1996 and the said application was decided in the year 2018, which has been challenged by the petitioner before this Court through F.A.F.O. No.3932 of 2018, which is still pending consideration.

14. Counsel for the petitioner then contended that as the joint letter dated 25.01.2007 was addressed to the Arbitrator at Pune thus the seat of arbitration was at Pune, therefore, in view of decision of Apex Court rendered in case of **Indus Mobile Distribution Pvt. Ltd. vs. Datawine Innovation Pvt. Ltd 2017 AIR 2105 (SC),** the seat of arbitration was at Pune and thereafter at Mumbai where the final award was signed. According to him, the Court at Meerut had no jurisdiction to entertain the application under Section 14(2) of the Act of 1996. Reliance has been placed upon decision of this Court in **M/s Vidhyawati Construction C. Builders And Govt. Contractors vs.**

Allahabad Development Authority, Arbitration and Conciliation Application U/S 11(4) No.100 of 2019 decided on 04.11.2020.

15. According to him, respondent No.1, from 2007 till 2014, did not make any effort in getting the mandate of Arbitrator terminated nor participated in the proceedings. According to him, respondent No.1 had failed to bring out a case to demonstrate that the Arbitrator was unable to perform his function or for other reason failed to act without undue delay.

16. Sri Manish Goyal, Senior Advocate, appearing for respondent No.1 submitted that the arbitral seat was at Meerut. He invited the attention of the Court to paper No.11-C/48 dated 17.04.2007, which has been written by the Sole Arbitrator to respondent No.1 wherein it has been specifically mentioned that the entire proceedings is to be held at Meerut Region where all the documents are. The said correspondence has been brought on record by the petitioner as Annexure 12. Reliance has been placed upon decision of Apex Court in **BGS SGS SOMA JV vs. NHPC Limited (2020) 4 SCC 234.** Relevant para 59 of the judgment is extracted hereas under :

> ***59.*** *Equally incorrect is the finding in Antrix Corpn. Ltd. v. Devas Multimedia (P) Ltd., 2018 SCC OnLine Del 9338 that Section 42 of the Arbitration Act, 1996 would be rendered ineffective and useless. Section 42 is meant to avoid conflicts in jurisdiction of courts by placing the supervisory jurisdiction over all arbitral proceedings in connection with the arbitration in one court exclusively. This is why the section begins with a non obstante clause, and then goes on to state "... where with respect to an arbitration agreement any application under this part has been made in a court..." It is obvious that the application made under this part to a court must be a court which has jurisdiction to decide such application. The subsequent holdings of this court, that where a seat is designated in an agreement, the courts of the seat alone have jurisdiction, would require that all applications under Part I be made only in the court where the seat is located, and that court alone then has jurisdiction over the arbitral proceedings and all subsequent applications*

arising out of the arbitral agreement. So read, Section 42 is not rendered ineffective or useless. Also, where it is found on the facts of a particular case that either no "seat" is designated by agreement, or the so-called "seat" is only a convenient "venue", then there may be several courts where a part of the cause of action arises that may have jurisdiction. Again, an application under Section 9 of the Arbitration Act, 1996 may be preferred before a court in which part of the cause of action arises in a case where parties have not agreed on the "seat" of arbitration, and before such "seat" may have been determined, on the facts of a particular case, by the Arbitral Tribunal under Section 20(2) of the Arbitration Act, 1996. In both these situations, the earliest application having been made to a court in which a part of the cause of action arises would then be the exclusive court under Section 42, which would have control over the arbitral proceedings. For all these reasons, the law stated by the Bombay and Delhi High Courts in this regard is incorrect and is overruled.

17. Reliance has also been placed upon decision of Apex Court in **BBR (India) Private Limited vs. S.P. Singla Constructions Private Limited (2023) 1 SCC 693.** Relevant paras 15, 16, 17, 18, 19 and 20 of the judgment are extracted hereas under :

*"**15.** Interpretation of the term "court", as defined in clause (e) to sub-section (1) of Section 2 of the Act, had come up for consideration before a Constitutional Bench of five Judges in BALCO v. Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552, (for short "BALCO case") which decision had examined the distinction between "jurisdictional seat" and "venue" in the context of international arbitration, to hold that the expression "seat of arbitration" is the centre of gravity in arbitration. However, this does not mean that all arbitration proceedings must take place at "the seat". The arbitrators at times hold meetings at more convenient locations. Regarding the expression "court", it was observed that Section 2(2) of the Act does not make Part I applicable to arbitrations seated outside India.*

***16.** Noticing the above interpretation, a three-Judge Bench of this Court in BGS SGS Soma JV v. NHPC Ltd., (2020) 4 SCC 234 has observed that the expression "subject to arbitration" used in clause (e) to sub-section (1) of Section 2 of the Act cannot be confused with the "subject-matter of the suit". The term "subject-matter of the suit" in the said provision is confined to Part I. The purpose of the*

clause is to identify the courts having supervisory control over the judicial proceedings. Hence, the clause refers to a court which would be essentially a court of "the seat" of the arbitration process. Accordingly, clause (e) to sub-section (1) of Section 2 has to be construed keeping in view the provisions of Section 20 of the Act, which are, in fact, determinative and relevant when we decide the question of "the seat of an arbitration". This interpretation recognises the principle of "party autonomy", which is the edifice of arbitration. In other words, the term "court" as defined in clause (e) to sub-section (1) of Section 2, which refers to the "subject-matter of arbitration", is not necessarily used as finally determinative of the court's territorial jurisdiction to entertain proceedings under the Act.

17. *In BGS SGS Soma JV v. NHPC Ltd., (2020) 4 SCC 234, this Court observed that any other construction of the provisions would render Section 20 of the Act nugatory. In view of the Court, the legislature had given jurisdiction to two courts : the court which should have jurisdiction where the cause of action is located; and the court where the arbitration takes place. This is necessary as, on some occasions, the agreement may provide the "seat of arbitration" that would be neutral to both the parties. The courts where the arbitration takes place would be required to exercise supervisory control over the arbitral process. The "seat of arbitration" need not be the place where any cause of action has arisen, in the sense that the "seat of arbitration" may be different from the place where obligations are/had to be performed under the contract. In such circumstances, both the courts should have jurisdiction viz. the courts within whose jurisdiction "the subject-matter of the suit" is situated and the courts within whose jurisdiction the dispute resolution forum, that is, where the Arbitral Tribunal is located.*

18. *Turning to Section 20 of the Act, sub-section (1) in clear terms states that the parties can agree on the place of arbitration. The word "free" has been used to emphasise the autonomy and flexibility that the parties enjoy to agree on a place of arbitration which is unrestricted and need not be confined to the place where the "subject-matter of the suit" is situated. Sub-section (1) to Section 20 gives primacy to the agreement of the parties by which they are entitled to fix and specify "the seat of arbitration", which then, by operation of law, determines the jurisdictional court that will, in the said case, exercise territorial jurisdiction. Sub-section (2) comes into the picture only when the parties have not agreed on the*

place of arbitration as "the seat". [Section 20(2) also applies when "the seat" as mentioned in the agreement is only a convenient venue.] In terms of sub-section (2) of Section 20 the Arbitral Tribunal determines the place of arbitration. The Arbitral Tribunal, while doing so, can take into regard the circumstances of the case, including the convenience of the parties. Sub-section (3) of Section 20 of the Act enables the Arbitral Tribunal, unless the parties have agreed to the contrary, to meet at any place to conduct hearing at a place of convenience in matters, such as consultation among its members, for the recording of witnesses, experts or hearing parties, inspection of documents, goods, or property.

19. *Relying upon the Constitutional Bench decision in BALCO v. Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552, in BGS SGS Soma JV v. NHPC Ltd., (2020) 4 SCC 234, it has been held that sub-section (3) of Section 20 refers to "venue" whereas the "place" mentioned in sub-section (1) and sub-section (2) refers to the "jurisdictional seat". To explain the difference, in BALCO v. Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552, a case relating to international arbitration, reference was made to several judgments, albeit the judgment in Shashoua v. Sharma, 2009 EWHC 957 (Comm) was extensively quoted to observe that an agreement as to the "seat of arbitration" draws in the law of that country as the curial law and is analogous to an exclusive jurisdiction clause. C v. D, 2008 Bus LR 843 : 2007 EWCA Civ 1282 (CA). The parties that have agreed to "the seat" must challenge an interim or final award only in the courts of the place designated as the "seat of arbitration". In other words, the choice of the "seat of arbitration" must be the choice of a forum/court for remedies seeking to attack the award.*

20. *The aforesaid principles relating to international arbitration have been applied to domestic arbitrations. In this regard, we may refer to para 38 of BGS SGS Soma JV v. NHPC Ltd., (2020) 4 SCC 234, which reads as under : (SCC p. 274)*

> *"38. A reading of paras 75, 76, 96, 110, 116, 123 and 194 of BALCO v. Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552 would show that where parties have selected the seat of arbitration in their agreement, such selection would then amount to an exclusive jurisdiction clause, as the parties have now indicated that the courts at the "seat" would alone have jurisdiction to entertain challenges against the arbitral award which have been made at the seat. The example given*

in para 96 buttresses this proposition, and is supported by the previous and subsequent paragraphs pointed out hereinabove. BALCO v. Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552 judgment, when read as a whole, applies the concept of "seat" as laid down by the English judgments (and which is in Section 20 of the Arbitration Act, 1996), by harmoniously construing Section 20 with Section 2(1)(e), so as to broaden the definition of "court", and bring within its ken courts of the "seat" of the arbitration. Section 3 of the English Arbitration Act, 1996 defines "seat" as follows:

> *"3. The seat of the arbitration.—In this Part "the seat of the arbitration" means the juridical seat of the arbitration designated—(a) by the parties to the arbitration agreement, or (b) by any arbitral or other institution or person vested by the parties with powers in that regard, or (c) by the Arbitral Tribunal if so authorised by the parties, or determined, in the absence of any such designation, having regard to the parties' agreement and all the relevant circumstances."*

It will be noticed that this section closely approximates with Section 20 of the Indian Arbitration Act, 1996. The meaning of "Court" is laid down in Section 105 of the English Arbitration Act, 1996 whereby the Lord Chancellor may, by order, make provision allocating and specifying proceedings under the Act which may go to the High Court or to County Courts."

18. He then contended that the question of substitution of Arbitrator post amendment in Section 14 of Act of 1996 would only arise when the grounds mentioned in Sections 13 and 14 in addition to Section 15(1) of Act of 1996 are there. In the instant case ,the application for termination of mandate of Arbitrator was moved on 20.08.2015 i.e. prior to the amendment made in Section 14 of Act of 1996, as such, no question of substitution of Arbitrator and moving of application under Section 15(2) of Act of 1996 arises. According to him, after the interim award was made on 27/28.01.2007, the Arbitrator kept mum and no proceedings were initiated and it was only on 03.10.2014 that

the order was passed by Arbitrator exercising power under Section 17 of the Act of 1996 *ex parte*, which was immediately objected by respondent No.1 on 13.10.2014 and thereafter, when notice was received on 08.08.2015 fixing 30.08.2015 for making of the award by the Sole Arbitrator that application under Section 14 (2) of the Act of 1996 was moved on 20.08.2015.

19. Learned counsel has also relied upon decision rendered by this Court in **M/s Vidhyawati Construction Co. Builders And Govt. Contractors (supra).** Relevant paras 30 and 34 of the judgment are extracted hereasunder :

> *"30. The Apex Court held that there is no automatic termination of the mandate of an Arbitrator on the alleged ground of his failure to act without undue delay, and it is the Court which will have to resolve the dispute whether the Arbitrator had failed to act without undue delay. In case the Arbitrator fails to conclude arbitration proceedings within fixed timeline agreed between the parties and the same having not been extended, the mandate of the Arbitrator automatically terminates.*
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> ..
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> *34. Reverting back to the dispute between the parties, it is evident from the conduct of the applicant that his approach towards getting the matter resolved through arbitration proceedings was very casual, as the party has to approach the Court where Arbitrator fails to act without undue delay. In the present case, no effort was made for about 12 years in getting the mandate of an Arbitrator terminated."*

20. According to him, it is the petitioner to demonstrate that effort was made by the Arbitrator to make final award after 2007, but neither any date was fixed in the matter, nor the Arbitrator tried to bring arbitral proceedings to an end. It was lastly contended that the Sole Arbitrator proceeded in haste after filing of the application under Section 14(2) of the Act of 1996 on 20.08.2015 and made an award on 24.09.2015, and while making the award, he has specifically

mentioned that the award is subject to decision of District Judge in case under Section 14(2) of the Act of 1996.

21. I have heard the respective counsel for the parties and perused the material on record.

22. The questions, which arise for consideration by this Court, are :-

(i) Whether the arbitral seat was at Pune, Mumbai or Meerut, and the Court at Meerut had jurisdiction to entertain the application under Section 14(2) of the Act of 1996?

(ii) Whether the application moved under Section 14(2) of the Act of 1996 is maintainable?

23. Counsel for both the sides have laid stress on the above two issues and, apart from it, no other argument was advanced by either of the counsels.

24. Question No.(i), which relates to arbitral seat, has already attained finality by various pronouncement of Hon'ble Apex Court in **BALCO Vs. Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552** followed by decision of Apex Court in **BGS SGS Soma JV (supra)** and judgment in **BBR (India) Private Limited (supra)**. The Apex Court had in categorical terms held that the seat of arbitration would be the place provided in the agreement mentioned in sub-section (1) and sub-section (2) of Section 20 of the Act of 1996, while the venue would the place where the parties meet as agreed by them. In the instant case, the Sole Arbitrator, who was appointed with the consent of the parties, was Commissioner, Income Tax, Pune, who had come to Meerut on leave for making the interim award on 27/28.01.2007. The interim award passed by the Arbitrator was challenged before District Judge, Meerut in proceedings under Section

34 of the Act of 1996 which was allowed vide order dated 12.07.2018, against which the petitioner has filed an F.A.F.O. No.3932 of 2019 before this Court, which is still pending.

25. The Arbitrator himself on 17.04.2007 had written a letter to respondent No.1 informing him that proceedings for interim award was carried out in January, 2007 in Meerut Region. The said correspondence has been brought by the petitioner on record which is paper No.11-C/48, which itself proves that the interim award was made at Meerut and the place/seat of arbitration is Meerut.

26. Thus, in view of law laid down by the Apex Court, the juridical seat is at Meerut and not at Mumbai or Pune, and the findings recorded by the Court below, relying upon correspondence made between the parties, needs no interference and the order passed under Section 17 of the Act of 1996 on 13.10.2014 and final award having been made at Mumbai on 24.09.2015 could not change the seat of arbitration and the argument raised from the petitioner's side that the Court at Meerut had no jurisdiction as the award was made at Mumbai has no force as the seat of arbitration was at Meerut and not Mumbai.

27. Now, coming to Question No.(ii) as to the maintainability of application under Section 14 (2) of the Act of 1996, it is no doubt correct that after 27/28.01.2007, the Sole Arbitrator neither proceeded with the matter, nor any date was fixed in the arbitration proceedings. It was after a lapse of more than seven years that on an application moved by the petitioner, an *ex-parte* order was passed on 03.10.2014 by the Sole Arbitrator exercising power under Section 17 of the Act of 1996. When the said order was received by the contesting respondent No.1, he wrote a letter on 13.10.2014 to the Arbitrator informing him that his mandate had come to an end as he failed to proceed in the matter for last seven years. Thereafter, a lapse of one year, respondent No.1 again received a notice on 13.08.2015 wherein 30.08.2015 was

fixed for final award. It was then that respondent No.1 filed an application under Section 14(2) on 20.08.2015 for terminating the mandate of the Sole Arbitrator.

28. It has not been disputed by the petitioner at any stage, nor any material has been brought on record to demonstrate that any date was fixed by the Arbitrator for deciding arbitral proceedings. From the pleadings made in both the writ petitions as well as objections filed by the petitioner to the application under Section 14(2), it transpires that stand has been taken that respondent No.1 has not appeared on the date fixed and not contested the matter as such, he is restrained from raising plea of "undue delay".

29. Moreover, the Senior Counsel appearing for the petitioner had tried to justify the act of Arbitrator on the strength that the Court below has not recorded any finding as to "undue delay" and the delay in making the award cannot be termed as "undue" unless and until the Court was satisfied that delay was on the part of Arbitrator.

30. This is a case where the records itself speak about the conduct of the Arbitrator who has not proceeded in the matter after making interim award on 27/28.01.2007. He made no effort in calling upon any of the parties to arbitral proceedings. Moreover, on 03.10.2014, on an application moved by the petitioner, he passed an *ex-parte* order without calling respondent No.1. Further, the letter dated 13.10.2014 written by respondent No.1 was not taken into consideration by the Arbitrator.

31. The Arbitrator was fully aware of the fact that an application under Section 14(2) of the Act of 1996 had already been moved by respondent No.1 for declaring his mandates terminated by the competent Court, which is reflected from the award made by him on 24.09.2015 wherein, in the last line of award, it is clearly mentioned

that the award shall be subject to decision of District Judge under Section 14(2).

32. Section 14 of the Act of 1996, prior and post amendment, is very clear that the mandate of an Arbitrator shall terminate if the Arbitrator *de jure* or *de facto* unable to perform his functions, or for other reasons fails to act without undue delay.

33. In the instant case, the Arbitrator had been sitting over the matter for eight long years and without recording any reason, he hastily proceeded in the matter in the year 2015 after putting respondent No.1 to notice and made final award, while application for termination of his mandate was pending before the competent Court.

34. Apart from the notice, which was issued on 13.08.2015 by the Arbitrator after making an interim award on 27/28.01.2007, no date had been fixed by him in the matter. The very purpose of arbitration, which is an alternative dispute resolution mechanism, is early disposal of a *lis*. It is such conduct of the Sole Arbitrator, which negates the very basis of mode of resolution of dispute through arbitration by frustrating the arbitration, by not proceeding in the matter and keeping it *in limbo* for years and then one fine morning proceed to make a final award.

35. Sub-Clause (a) of sub-section (1) of Section 14 of the Act of 1996 clearly provides the ground for termination of mandate of an Arbitrator if he fails to act without undue delay. In the instant case, delay is not of one or two years, but is of eight years, and, clearly qualifies the term “undue delay”. The burden is upon the petitioner who is opposing the application under Section 14(2) of the Act of 1996 to establish that the delay is not “undue” and effort was made by the Arbitrator to proceed in the matter, which had been stalled by the act, or conduct of the contesting respondent, but, there is no material

on record to demonstrate that even a single date was fixed in the matter after 27/28.01.2007 till interim order was passed under Section 17 on the application of petitioner on 03.10.2014 and thereafter, final award was made on 24.09.2015.

36. In view of above, both the Questions framed above stand answered. Considering the facts and circumstances of the case, I find that the Court below had rightly allowed the application under Section 14(2) of the Act of 1996 terminating the mandate of the Sole Arbitrator.

37. No interference is required by this Court in the judgment and order dated 14.09.2023 passed by Commercial Court No.1, Meerut in Arbitration Case No.142 of 2022 (Old No.22 of 2016) and Arbitration Case No.143 of 2022 (Old No.72 of 2015) (Atul Gupta vs. Amit Agrawal & Anr.) exercising power under Section 227 of the Constitution of India.

38. Both the writ petitions fail and are hereby dismissed.

39. However, no order as to cost.

Order Date :- 01.12.2023
Kushal