



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

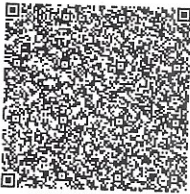
First Party

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: Article 12 Award
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: Not Applicable
: VISHESHWAR SHRIVASTAV
: 100
: (One Hundred only)



Please write or type below this line

VISHESHWAR SHRIVASTAV

SOLE ARBITRATOR
IN

ARBITRATION PROCEEDINGS OF DOMAIN NAME

www.dellcareers.in

between

DELL INC.

MADUGULA KARTHIK

AND

AWARD

...COMPLAINANT

...RESPONDENT

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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1. This Arbitral Tribunal was constituted by nomination of undersigned as the Arbitrator in the aforesaid proceeding vide communication by NIXI and accordingly this Tribunal issued notice to the parties on 05/11/2019. This Tribunal was in receipt of an email from NIXI dated 07/11/2019 stating that they have dispatched the hard copy of the complaint but no copy of the courier receipt was sent to this Tribunal.
2. This Tribunal was in receipt of an email dated 06/11/2019 from a person claiming to be the Respondent stating that they want to return the disputed domain name back to Dell. Hence, this Tribunal directed the said person to give his statement by way of an affidavit duly notarized by a Notary Public.
3. This Tribunal vide order dated 15/11/2019 directed the Complainants to comply with the orders dated 05/11/2019 giving them Last and Final Opportunity for compliance by 22/11/2019. Hence, vide their email on 21/11/2019 the



Counsels for the Complainants sent the soft copy of the POA in favour of Akhilesh Kumar Rai and AZB & Partners.

4. On perusing the contents of the POA this Tribunal noted as under [Ref Order Dated 24/11/2019]:

1. " The POA does give the legal status of "**Dell Inc**" as an incorporated company. However, no certificate of incorporation has been filed.
2. No resolution of Board of Directors of "**Dell Inc**" giving Mr. Sanjiv Sarwate power to execute POA for & on behalf of Dell Inc. has been filed.
3. No seal of Dell Inc. has been affixed on the POA.

Be it that as it may, the above GPA in question does not give power to AZB & Partners to **INSTITUTE, SIGN AND VERIFY** the complaint on behalf of Dell Inc."

The Complainants were given further time till 04/12/2019 to set right the aforesaid discrepancies.

5. The Counsel for the Complainants responded vide their email dated 28/11/2019 as under:

1. "The POA does give the legal status of "**Dell Inc**" as an incorporated company. However, no certificate of incorporation has been filed.

AZB Response: The POA does mention that that Dell, Inc is a Delaware corporation. Unlike in India where a company is incorporated under the Companies Act, in the US each state has its own law under which a company is incorporated. The mentioning of Delaware corporation should be read as a company incorporated under the laws of Delaware. It is not mandatory for the certificate of incorporation to be submitted along with the POA.

2. No resolution of Board of Directors of "Dell Inc" giving Mr. Sanjiv Sarwate power to execute POA for & on behalf of Dell Inc. has been filed.

Please find attached scanned copy of the authority given to Sanjiv Sarwate, who is a US national and employee of Dell, Inc, by the Vice President and General Counsel of Dell, Inc.

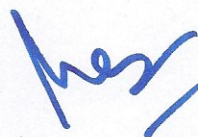
3. No seal of Dell Inc. has been affixed on the POA.

Seal is not mandatory in case the name and designation of the signatory is clearly mentioned in addition to the address. Your, good self will note that the Supreme Court of India as also the Delhi High court have commented on the manner in which POA's need to be executed. As per the said directions, we state that the POA has been properly executed and I as one of the lawyers of the firm representing Dell, Inc. identify Sanjiv Sarwate as a person who has executed the POA and is gainfully employed with Dell, Inc. and has the authority to issue the POA in our favour.

We hope that you will kindly waive the objections raised and finding that AZB is not authorized to represent Dell, Inc. You are requested not to pass any adverse orders without first giving the complainant an opportunity of being heard."

6. Accordingly this Tribunal vide its order dated 01/12/2019 responded as under:

"ORDER DATED 01/12/2019



The Complainant's counsels vide their email dated 28/11/2019 have sent their response to the order dated 24/11/2019 of this Tribunal raising the following points:-

1. "The POA does give the legal status of "Dell Inc" as an incorporated company. However, no certificate of incorporation has been filed.

AZB Response: The POA does mention that that Dell, Inc is a Delaware corporation. Unlike in India where a company is incorporated under the Companies Act, in the US each state has its own law under which a company is incorporated. The mentioning of Delaware Corporation should be read as a company incorporated under the laws of Delaware. It is not mandatory for the certificate of incorporation to be submitted along with the POA."

Tribunal: Please substantiate above contentions by filing a copy of Certificate issued by the concerned State of USA or in the alternative the relevant provision Law of the State. This Tribunal cannot pass orders on the basis of mere submissions of the counsel. Please read comments given w.r.t. para 3 below as well.

2. "No resolution of Board of Directors of "Dell Inc" giving Mr. Sanjiv Sarwate power to execute POA for & on behalf of Dell Inc. has been filed.

Please find attached scanned copy of the authority given to Sanjiv Sarwate, who is a US national and employee of Dell, Inc, by the Vice President and General Counsel of Dell, Inc."

Tribunal: This authority does not show that Mr. Richard Rothberg Sr. Vice President General Counsel is authorized by a specific Board Resolution of Dell Inc. to institute cases on behalf of Dell Inc.

3. "No seal of Dell Inc. has been affixed on the POA.

Seal is not mandatory in case the name and designation of the signatory is clearly mentioned in addition to the address. Your, good

self will note that the Supreme Court of India as also the Delhi High court have commented on the manner in which POA's need to be executed. As per the said directions, we state that the POA has been properly executed and I as one of the lawyers of the firm representing Dell, Inc. identify Sanjiv Sarwate as a person who has executed the POA and is gainfully employed with Dell, Inc. and has the authority to issue the POA in our favour."

Tribunal: Counsel's attention is drawn to section 22(ii) read with section 12 of the Companies Act 2013 which mandates that a common seal is mandatory requirement and cannot be dispensed with. Besides two judgments of the Hon'ble Delhi High Court reported at **2013(133) DRJ 94** and **2009(112) DRJ 12** which ratify the above position.

Complainants counsel's attention is drawn to **section 21 read with section 179** of the Companies Act, 2013 which mandates that all powers of management of a company vest in the company's Board of Directors. If powers have to be delegated by the Board to an individual, the Board has to pass a resolution to the effect. A certified copy of extracts of minutes of a meeting of Board of Directors is the only proof that an individual needs to submit about his / her authority to do some act on behalf of the company. The extracts need to be certified as true by any key managerial personnel [Managing Director or Whole-time Director or CEO or CFO or Company Secretary or a Manager (as defined under section 2(53) of the Companies Act, 2013)] or by an officer who has been so authorized by the Board of Directors (**section 21 of the Companies Act, 2013**). A person to whom powers are delegated by the Board of Directors need not be a Director of the company. Resolution of the Board of Directors must specify in clear terms the extent of delegated powers and also whether the powers may be sub-delegated further.

It would be in the Complainants interest to set right the aforesaid lacuna and file a properly executed POA executed by

a person who is duly authorized by a proper Board Resolution or Law to sign / execute the POA on behalf of the Complainant Company. This Tribunal gives 10 days time ending on 11/12/2019 for compliance of the above. Further orders would be passed post receipt of the same.

7. In the interest of justice this Tribunal again called upon the Complainants to set right the aforesaid lacuna and file a properly executed POA executed by a person who is duly authorized by a proper Board Resolution to sign / execute the POA on behalf of the Complainant Company or file the relevant provisions of Law. Needless to mention that this Tribunal gave the Counsel for the Complainants 10 days time ending on 11/12/2019 for compliance of the same.
8. However, the Complainants did not respond within the time frame but on 17/12/2019 sent an email which read as under:

"To start with, we on behalf of the Complainant wish to regretfully submit, that in this matter, the learned Arbitrator has erred in appreciating certain factual matrix as also application of law and procedures. In addition to this, the learned arbitrator, who is supposed to act only as a adjudicator, appears to be acting as one of the litigating entities (to be read as the Respondent). The reasons for the Complainant to believe so are:

a) The learned Arbitrator has in his e-mail point out that seal of a company is mandatory when any document that is in nature of the POA and has quoted section 21 read with section 179 of the Companies Act, 2013.

AZB: The learned registrar has once again erred in appreciation that the section and the Act that he has quoted, does not have international application on all companies irrespective of their nationality. The provision of law as quoted by the learned Arbitrator is applicable to companies that have been incorporated under the Companies Act, 2013 of India, as such the provisions would not apply to the Complainant which is a company incorporated under the laws of Delaware. It was incumbent upon the learned Arbitrator to check if a company seal is mandatory under the laws of Delaware. We would like to inform that it is not mandatory for companies incorporated under the laws of Delaware to have a company seal.

We would also like to bring to the attention of the learned Arbitrator that even under the Companies Act, 2013, the archaic requirement of a company seal has been done away with. It has been left to the companies to decide to have a company seal or do away with the same. The Companies (Amendment) Act, 2015, does away with requirement of the common seal (company seal). Copy of the Gazette Notification is attached for the kind perusal of the learned Arbitrator.

b) **"No resolution of Board of Directors of "Dell Inc" giving Mr. Sanjiv Sarwate power to execute POA for & on behalf of Dell Inc. has been filed.**

Please find attached scanned copy of the authority given to Sanjiv Sarwate, who is a US national and employee of Dell, Inc, by the Vice President and General Counsel of Dell, Inc."

Tribunal: This authority does not show that Mr. Richard Rothberg Sr. Vice President General Counsel is authorized by a specific Board Resolution of Dell Inc. to institute cases on behalf of Dell Inc

AZB: There are several judgments on this subject. If the approach of the learned Arbitrator was to be followed by every court and tribunal in India, given the company structures in todays time, there would be a long drawn chain of upward and downward authority movement to follow. Several courts in India have held that the courts and tribunals shall believe the POA as executed in favour of the authority holder to be properly executed and the person issuing such POA had the

authority to do so, unless of course challenged or questioned by the respondent/defendant.

Having said the above and in order to not prolong this matter any further, we are attaching herewith a copy of the board resolution, naming Mr. Richard Rothberg as one of the many signatories. Also attached is a document in the nature of officer ratification, ratifying Mr. Rothberg as one of the many signatories for the company.

c) **"The POA does give the legal status of "Dell Inc" as an incorporated company. However, no certificate of incorporation has been filed.**

AZB Response: The POA does mention that that Dell, Inc is a Delaware corporation. Unlike in India where a company is incorporated under the Companies Act, in the US each state has its own law under which a company is incorporated. The mentioning of Delaware Corporation should be read as a company incorporated under the laws of Delaware. It is not mandatory for the certificate of incorporation to be submitted along with the POA."

Tribunal: Please substantiate above contentions by filing a copy of Certificate issued by the concerned State of USA or in the alternative the relevant provision Law of the State. This Tribunal cannot pass orders on the basis of mere submissions of the counsel. Please read comments given w.r.t. para 3 below as well.

AZB: In order for the matter not to be delayed further, we are attaching herewith the certificate of incorporation of Dell, Inc.

Having said the above, we would like to submit here that the statements made in the complaint by the Complainant should be deemed to be correct, unless the same is refuted by or objected to by the Respondent. In absence of the respondent being interested in contesting this matter, which the respondent has vide his e-mail dated November 06, 2019 to the learned Arbitrator communicated to the learned Arbitrator, it appears that the learned Arbitrator has decided to step into the shoes of the Respondent, which the learned Arbitrator should not be doing in interest of equity and law.

We further note that vide his e-mail dated November 06, 2019, the respondent communicated to the learned Arbitrator as under:

"Dear sir,



Good morning!

I'm really apologize for that and I have bought the Dell careers. In domain in the online through godaddy in good faith and I don't have any website or anything on it and I just bought it and left as it was available in godaddy and I am giving the complete rights to Dell or you to take that back and please leave me I don't have anything to do with that domain I just bought it for 300 INR and there are no operations on it and I forgot the password also to retrieve that so please hand over the domain to the complainant.

Regards
Karthik"

In response to the said e-mail the learned Arbitrator responded as under:

"This Tribunal cannot accept the contents of the mail and pass order on the same without the same being affirmed before the Notary Public.

In view of the above the Respondent is directed to give the said statement in an affidavit duly notarized by a Notary Public and send the Original to this Tribunal with a copy to the Complainants so as to reach this Tribunal by 12th November, 2019. It would be in the interest of the Respondent to consult a practicing Advocate and get the said affidavit drafted".

While it is appreciated that the learned Arbitrator has advised the Respondent to consult a practising advocate to prepare an affidavit, such a suggestion appears to be an outreach by the learned Arbitrator.

9. This Tribunal vide its email dated 21/12/2019 passed the following order:

1. This Tribunal is in receipt of an email dated 17/12/2019 from the Complainants. This Tribunal notes the statements made by the Counsel of the Complainants which are as under:



- a) "The learned Arbitrator has in his e-mail point out that seal of a company is mandatory when any document that is in nature of the POA and has quoted section 21 read with section 179 of the Companies Act, 2013.

AZB: The learned registrar has once again erred in appreciation that the section and the Act that he has quoted, does not have international application on all companies irrespective of their nationality. The provision of law as quoted by the learned Arbitrator is applicable to companies that have been incorporated under the Companies Act, 2013 of India, as such the provisions would not apply to the Complainant which is a company incorporated under the laws of Delaware. It was incumbent upon the learned Arbitrator to check if a company seal is mandatory under the laws of Delaware. We would like to inform that it is not mandatory for companies incorporated under the laws of Delaware to have a company seal."

2. It is pertinent to refer to the order dated 01/12/2019 wherein this Tribunal had directed:

"Tribunal: Please substantiate above contentions by filing a copy of Certificate issued by the concerned State of USA or in the alternative the relevant provision Law of the State. This Tribunal cannot pass orders on the basis of mere submissions of the counsel. Please read comments given w.r.t. para 3 below as well."

It is seen that barring bald submissions the Counsel for the Complainant has not placed a copy of General Corporation Law of the State of Delaware. For it's own information this Tribunal has downloaded the relevant extract from the General Corporation Law of State of Delaware and the same reads :

"122. Specific Powers Every corporation created under this chapter SHALL have power to:

(3) HAVE A CORPORATE SEAL, which may be altered at pleasure, and use the same by causing it or a facsimile thereof, to be impressed or affixed or in any other manner reproduced;"



The above shows that the contention of the Counsel for the Complainant which reads: "We would like to inform that it is not mandatory for companies incorporated under the laws of Delaware to have a company seal." is not reflected in the Act of State of Delaware.

DIRECTION : Be it that as it may AZB is called upon furnish any authority(s) including the relevant Company Laws of State of Delaware which support it's aforesaid contentions and is given time ending on 31/12/2019.

3. Further the counsel for the complainant has stated:
"We would also like to bring to the attention of the learned Arbitrator that even under the Companies Act, 2013, the archaic requirement of a company seal has been DONE AWAY WITH. It has been left to the companies to decide to have a company seal or do away with the same. The Companies (Amendment) Act, 2015, DOES AWAY WITH REQUIREMENT OF THE COMMON SEAL (COMPANY SEAL). Copy of the Gazette Notification is attached for the kind perusal of the learned Arbitrator."

This Tribunal cites provision of the Companies Act, 2013 as amended which are as under:

"21. Authentication of documents, proceedings and contracts.— Save as otherwise provided in this Act,—
(a) a document or proceeding requiring authentication by a company; or
(b) contracts made by or on behalf of a company,
may be signed by any key managerial personnel or an officer of the company duly authorised by the Board in this behalf."

"22. Execution of bills of exchange, etc.— (1) A bill of exchange, hundi or promissory note shall be deemed to have been made, accepted, drawn or endorsed on behalf of a company if made, accepted, drawn, or endorsed in the name of, or on behalf of or on account of, the company by any person acting under its authority, express or implied.
(2) A company may, by writing 1 [under its common seal, if any,] authorise any person, either generally or in respect of any specified matters, as its attorney to execute other deeds on its behalf in any place either in or outside India:



2 [Provided that in case a company does not have a common seal, the authorisation under this subsection shall be made by two directors or by a director and the Company Secretary, wherever the company has appointed a Company Secretary.]

(3) A deed signed by such an attorney on behalf of the company and under his seal shall bind the company."

DIRECTION : Be it that as it may AZB is called upon furnish any authority(s) to its contentions and is given time ending on or before 31/12/2019.

4. *The Complainant's Counsel has further stated :*

b) "No resolution of Board of Directors of "Dell Inc" giving Mr. Sanjiv Sarwate power to execute POA for & on behalf of Dell Inc. has been filed.

Please find attached scanned copy of the authority given to Sanjiv Sarwate, who is a US national and employee of Dell, Inc, by the Vice President and General Counsel of Dell, Inc."

Tribunal: [As on 1/12/19] This authority does not show that Mr. Richard Rothberg Sr. Vice President General Counsel is authorized by a specific Board Resolution of Dell Inc. to institute cases on behalf of Dell Inc

AZB: *There are several judgments on this subject. If the approach of the learned Arbitrator was to be followed by every court and tribunal in India, given the company structures in todays time, there would be a long drawn chain of upward and downward authority movement to follow. Several courts in India have held that the courts and tribunals shall believe the POA as executed in favour of the authority holder to be properly executed and the person issuing such POA had the authority to do so, unless of course challenged or questioned by the respondent/defendant.*

DIRECTION:AZB is called upon furnish authority(s) which support its contentions and is given time ending on 31/12/2019.

5. *The counsel has stated further:*



"Having said the above and in order to not prolong this matter any further, we are attaching herewith a copy of the board resolution, naming Mr. Richard Rothberg as one of the many signatories. Also attached is a document in the nature of officer ratification, ratifying Mr. Rothberg as one of the many signatories for the company. "

This Tribunal has given anxious consideration to the Board Resolution purportedly empowering Mr. Richard Rothberg Sr. Vice President Legal to institute cases. The Extract of the document states as under:

"DELL INC. UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS"

- I. APPROVAL OF THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION.
- II. APPROVAL OF THE AMENDED AND RESTATED BYLAWS
- III. RECONSTITUTION OF OFFICERS
- IV. GENERAL RATIFICATION AND AUTHORIZATION

In the heading III of Page 3 the document reads:

NOW, THEREFORE BE IT RESOLVED That the board hereby removes all the Officers of the Corporation from any and all positions currently held by such officers, and such removal shall become effective immediately prior to the Certificate Effective Time.

"..... removal of officers set forth above..... until their respective successors are duly elected and qualified or until their earlier death, resignation or removal."

The above shows that this document empowers certain officers to do acts which are for effectuating the resolution no. I, II, III, IV. The counsel shall substantiate the relevance of this documents at the time of hearing fixed hereunder.

6. **GENERAL:**

From the statements made in the email sent by AZB it is observed that they seem to be disturbed by the fact that this

Tribunal is raising queries w.r.t the locus which are to be raised by the respondent.

*At the outset this Tribunal states that an Arbitrator cannot be helpless creature or a silent spectator in the adjudicatory process and shut its eyes when it finds that a complaint before it is not in consonance with respect to the provisions incorporated in the **Code of Civil Procedure 1908 [Order 29 Rule 1]** which reads:*

**"Rule 1 Order XXIX of Code of Civil Procedure 1908
"Subscription and verification of pleading"**

In suits by or against a corporation, any pleading may be signed and verified on behalf of the corporation by the secretary or by any director or other principal officer of the corporation who is able to depose to the facts of the case."

Hence this Tribunal has the power to question the locus of the signatory of the present complaint dehors whether the respondent raise the same or not. This is necessary so as to rule out the possibility of pronouncing it's award upon a complaint filed by a persona non grata or some third party. The above is essential as there exist a possibility of a collusive complaint. Hence an Arbitrator has the power to ask the parties to show their bonafide.

7. *In the present case the alleged respondent is writing to the Tribunal that it is ready to transfer the Domain name and hence he was called upon to furnish his say in form of a duly notarized affidavit- which he is avoiding.*

This Tribunal be sure about the parties as being a genuine persons.

This power to test the bonafide of the Respondent is given to a Notary u/s 85 of the Indian Evidence Act 1872.

8. *Same way as per CPC a complaint on behalf of a company can be instituted by a person who is duly authorized by a Board Resolution or by a power of attorney duly executed by a person having the authority given to it by the Board of a*

company, empowering him / her to execute the POA on behalf of the company.

9. *Hence in the interest of justice the complainant are given an opportunity of hearing fixed on 08/01/2020 wherein they shall have a right to substantiate their submissions by presenting the relevant law & authorities/judgments.*
10. *The Counsel for the Complainant ought to note that this Tribunal is not raising the objection of a lawyer becoming a party to a Petition / Complaint [Para 46 of 2011 (47) PTC 296(Del) Baker Oil Tools vs. Baker Hughes Ltd.] wherein the Hon'ble Delhi High Court frowned upon lawyers wearing two hats.*
11. *Without prejudice to the above this Tribunal notes the following contentions raised by the Counsel for the Complainants*

Para 1 "To start with, we on behalf of the Complainant wish to regretfully submit, that in this matter, the learned Arbitrator has erred in appreciating certain factual matrix as also application of law and procedures. In addition to this, the learned arbitrator, who is supposed to act only as a adjudicator, appears to be acting as one of the litigating entities (to be read as the Respondent)."

*Last Para: "Having said the above, we would like to submit here that the statements made in the complaint by the Complainant should be deemed to be correct, unless the same is refuted by or objected to by the Respondent. In absence of the respondent being interested in contesting this matter, which the responded has vide his e-mail dated November 06, 2019 to the learned Arbitrator communicated to the learned Arbitrator, it appears that the learned Arbitrator **has decided to step into the shoes of the Respondent, which the learned Arbitrator should not be doing in interest of equity and law.**"*

"While it is appreciated that the learned Arbitrator has advised the Respondent to consult a practising advocate to prepare an affidavit, such a suggestion appears to be an outreach by the learned Arbitrator."

12. *This Tribunal finds that the aforesaid language is insulting to the Chair as the same cast aspersions on the Tribunal's independence and impartiality. This Tribunal gives an opportunity ending on 31/12/2019 to the Counsel for the Complainants to move an appropriate application under the Arbitration and Conciliation Act, 1996 challenging the impartiality and independence of the present Tribunal.*
13. *This Tribunal shall hold a hearing on the aforesaid matter on 08/01/2020 at 4 pm to decide the aforesaid points raised by the counsel for the complainant including any application filed therein. The venue shall be the notified address of the Arbitrator as given under:*

*Chamber No.228,
M.C.Setalvad Block,
Supreme Court of India,
Bhagwan Dass Road,
New Delhi-110001*

*V. Shrivastav
Arbitrator*

IMP: A certificate of incorporation has been filed and is taken on record and this Tribunal finds the same is in order."

For the said purpose this Tribunal granted the Complainants time till 31/12/2019 to send the relevant authorities and fixed the matter for hearing on 08/01/2020.

10. The above order was passed as the Complainants had raised an objection that this Tribunal was raising queries w.r.t the

locus which were to be raised exclusively by the respondent. The above exercise was necessary so as to rule out the possibility of pronouncing it's award upon a complaint filed by a *persona non grata* or some third party. The above was essential as there exist a possibility of a collusive complaint more so as a person claiming himself to be respondent was seeking transfer of the disputed domain name in favor of Dell but strangely was not ready to swear an affidavit to that effect.

11. As stated *supra* in the interest of justice the complainant were given an opportunity of hearing fixed on 08/01/2020 wherein they were called upon to substantiate their submissions by presenting the relevant law & authorities/judgments so as to come to some conclusion w.r.t. the locus of the person filing the complaint.
12. Further to the above, this Tribunal found that the language used by the Counsel was improper and insulting to the Chair as the same was casting aspersions on the Tribunal's independence and impartiality. Hence, this Tribunal gave an opportunity

ending on 31/12/2019 to the Counsel for the Complainants to move an appropriate application under the Arbitration and Conciliation Act, 1996 challenging the impartiality and independence of the present Tribunal. However, no application was filed by the Complainant.

13. As stated supra, this Tribunal had directed that a hearing would be held on the aforesaid matter on 08/01/2020 at 4 pm to decide the aforesaid points raised by the counsel for the complainant including any application filed therein at the notified address of the Tribunal.
14. This Tribunal had vide order dated 22/12/2019 had also fixed the matter for a personal hearing for 08/01/2020 taking into account that the Hon'ble High Courts shall remain closed from 24th December, 2019 till 5th January, 2020 on account of winter vacations during which the statutory period of sixty days was to expire hence, this Tribunal as per rule no 5 (c) of INDRP extended the time of the present Arbitration proceedings by 30 days ending on 04/02/2020 vide its order dated 28/12/2019.

15. The Complainants did not file any authority in support of its contention nor did they attend the hearing fixed on 08/01/2020.
16. In view of the above this Tribunal was constrained to proceed u/s 25 (c) of the Arbitration and Conciliation Act, 1996 and pronounce it's decision.

DECISION

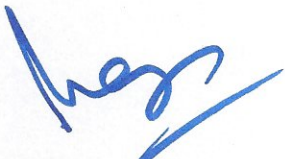
17. This Tribunal has perused the complaint and the documents relied upon by the complainants and also noted the non compliance of various orders passed by this Tribunal. Hence, this Tribunal proceeds u/s 25(c) of the Arbitration and Conciliation Act, 1996 and terminates this Arbitration proceedings.
18. The original copy of the Terminated Proceedings is being sent along with the records of this proceeding to National Internet



Exchange of India (NIXI) for their record and a copy of the
Award is being sent to both the parties for their records.

Signed this 25th day of January, 2020.

NEW DELHI
25/01/2020



V. SHRIVASTAV
ARBITRATOR