

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL

THE HON'BLE THE CHIEF JUSTICE SRI VIPIN SANGHI

ARBITRATION APPLICATION NO. 31 OF 2023

04TH AUGUST, 2023

BETWEEN:

Windlas Biotech LtdApplicant.

And

Delius Pharmaceuticals Pvt. Ltd. & another

....Respondents.

Counsel for the Applicant : Mr. Sahil Mullick, learned counsel.

Counsel for the Respondents : Mr. Dharmender Bhan and Mr. Amanjot Singh Chadha, learned counsels.

The Court made the following:

JUDGMENT: (per Hon'ble The Chief Justice Sri Vipin Sanghi)

This application has been preferred by the applicant under Section 11(6) of the Arbitration and Conciliation Act, 1996, to seek appointment of the sole Arbitrator to decide the disputes between the parties, as per Clause 16 of the Manufacturing Agreement dated 27.05.2022, since the disputes have arisen between the parties.

2. Under the said agreement, the applicant- Windlas Biotech Ltd. agreed to manufacture, for the respondents, certain medicinal preparations. The agreement provides for settlement of disputes through arbitration in Clause 16. The same provides that the disputes between the parties shall be

settled through arbitration and the seat of arbitration shall be at Dehradun.

3. Disputes arose between the parties, and consequently, the applicant invoked the arbitration agreement *vide* notice dated 03.04.2023. Despite invocation of arbitration agreement, the parties have not been able to appoint an Arbitrator, and consequently, this arbitration application was preferred.

4. The respondents have filed their reply. The respondents do not dispute the factum of the parties entering into the agreement, and also the fact that the same contains an arbitration clause. In fact, the respondents are proposed the names of a few Retired Judges of High Court of Delhi, one of whom could be appointed as an Arbitrator.

5. In the light of the aforesaid, I am inclined to allow this application.

6. Accordingly, this application is allowed, and I appoint Mr. Justice Najmi Waziri, Retired Judge, High Court of Delhi (Mobile No.9810097311), to act as the sole Arbitrator to adjudicate the disputes between the parties, under the aforesaid Agreement/ Contract.

7. The learned Arbitrator may conduct the proceedings *virtually*, and if necessary, the same be held at

Dehradun. The seat of Arbitration shall, however, remain at Dehradun in terms of the agreement between the parties.

8. The present application stands disposed of in the aforesaid terms.

9. Pending application, if any, also stands disposed of.

(VIPIN SANGHI, C.J.)

Dated: 04th August, 2023

NISHANT