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

+ ARB.P. 781/2016

SUN PHARMACEUTICAL INDUSTRIES LTD..... Petitioner

Through Mr.Navin Chawla, Ms.Sonali Jaitley,
Mr.Jaiyesh Bakhsi, Ms. Ranjana Jaitley,
Mr.Shyam Kumar, Mr.Shubhanshu and
Mr.Akshay Sharma, Advs.

versus

APJ LABORATORIES LTD. Respondent

Through

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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21.04.2017

The present petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of a Nominee-Arbitrator on behalf of the respondent and referring for arbitration the disputes that have arisen between the parties in the present petition. It is averred that on 01.02.2014 the parties had entered into a Loan License Agreement which was originally executed between the respondent and erstwhile-Ranabaxy Laboratories Ltd. Ranbaxy Laboratories has now merged with the petitioner Company in terms of the order of the Punjab and Haryana High Court.

Certain disputes have arisen between the parties. On 09.05.2016, the petitioner sent a legal notice to the respondent pointing out that raw material worth approximately Rs. 30 lakhs is lying in the petitioner's premises plus machines worth Rs. 6 lacs. The said goods and machinery are said to be owned by the petitioners. Subsequently, by notice dated 14.09.2016, the petitioner invoked the arbitration clause.

On 23.03.2017, the counsel for the respondent appeared but submitted that they did not wish to file a reply to the petition. Today, despite a pass over, none has appeared for the respondent.

The Loan License Agreement dated 01.2.2014 has an arbitration clause which reads as follows;-

“20. DISPUTE RESOLUTION:

In the event of any dispute or difference arising between the Parties hereto concerning the performance of this Agreement or In connection therewith, or the rights and liabilities of either of the Parties hereto, the same shall be settled by Arbitration In accordance with Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by panel of three arbitrators, one arbitrator shall be appointed by each Party and the third to be appointed by the two arbitrators selected by the Parties. The arbitration shall be conducted in New Delhi and any decision or award of the arbitrator shall be final and binding.”

Though in terms of the legal notice dated 14.09.2016 invoking the arbitration clause sent by the petitioner, the petitioner have nominated an arbitrator, learned counsel appearing for the petitioner submits that they have no objection in case the matter is referred to Delhi International Arbitration Centre attached to this High Court for adjudication of the disputes between the parties.

Keeping in view the submissions as above, the parties are referred for arbitration to Delhi International Arbitration Centre. The proceedings will be held as per the Rules and Regulations of the Centre which will appoint an Arbitrator. The fee of the Arbitration shall also be paid as per the Rules and Regulations of the Arbitration Centre.

In view of the above, the present petition stands disposed of.

JAYANT NATH, J

APRIL 21, 2017/rb