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

+ **CO.APP. 12/2017**

KEE PHARMA LTD.

..... Appellant

Through Mr. Anil K. Kher, Senior Advocate
with Ms. Harsha, Advocate.

versus

CBZ CHEMICALS LTD.

..... Respondent

Through Mr. Ashish Dholakia and Ms.
Gayathri Nagendra, Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJIV KHANNA

HON'BLE MS. JUSTICE PRATHIBA M. SINGH

ORDER

06.11.2017

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We had heard the counsel for the parties at some length and thereafter, the learned senior counsel appearing for the appellant had prayed for some time to obtain instructions.

2. On the matter being called out after recess on the second occasion, learned senior counsel has stated that the appellant would deposit \$3,50,000, along with interest @ 8% per annum with effect from 26th May, 2012, when the statutory notice was served. The deposit would be made in Indian Rupees, with the conversion rate applicable as on 26th May, 2012.

3. He submits that in case deposit is not made within three months, the appellant would suffer consequences in terms of the directions given in paragraphs 20 to 22 of the order dated 15th September, 2017.

4. We take the statement on record and clarify that no further extension

of time would be granted and in case of non-compliance, directions given in paragraphs 20 to 22 would come into effect immediately.

5. The aforesaid deposit would be made with the Registrar General of this Court and on the deposit being made, it would be converted into an FDR for a period of six months. The appellant and respondent have agreed that the respondent would be entitled to withdraw the said amount on furnishing security to the satisfaction of the Registrar General.

6. We have passed the aforesaid order as counsel for the appellant has stated that they would be invoking the arbitration clause in terms of the agreement dated 18th May, 2009. We would also record that the counsel for the respondent has submitted that as there is no dispute, arbitration is not required. On this aspect, we do not make any comment either in favour of the appellant or the respondent. The security would lapse if arbitration proceedings are not initiated, and if initiated would be taken into consideration by the Arbitrator.

7. We clarify that that the deposit to be made and the statement made by the counsel for the appellant as also the counsel for the respondent are without prejudice to their rights and contentions.

8. The appeal is disposed of.

SANJIV KHANNA, J.

PRATHIBA M. SINGH, J.

**NOVEMBER 06, 2017
NA/VKR**