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

+ **ARB.P. 289/2020**

**NATIONAL RESEARCH DEVELOPMENT CORPORATION
AN ENTERPRISES OF DEPARTMENT OF SCIENTIFIC
INDUSTRIAL RESEARCH MINISTRY OF SCIENCE AND
TECHNOLOGY GOVERNMENT
OF INDIA & ANR.**

..... Petitioners

Through Mr. Rama Shankar, Adv.

versus

M/S SAVEER BIOTECH LTD

..... Respondent

Through Mr. Sanjay Sudan, Director of
the respondent company

CORAM:

HON'BLE MR. JUSTICE C .HARI SHANKAR

ORDER (ORAL)

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26.03.2021

C .HARI SHANKAR, J.

ARB.P. 289/2020

1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("1996 Act"), to appoint an arbitrator to arbitrate on the disputes between the parties.

2. Mr. Sanjay Sudan, the Director of the respondent, who appears in person, submits that he has no objection to the disputes being referred to arbitration.

3. The arbitration clause in the agreement executed between the parties reads as under:

“15. ARBITRATION AND JURISDICTION

(a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this Agreement Including the rights or liabilities or any claim or demand of any Party (or its extent) against other party or its sub-contractor or in regard to any matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement such disputes or differences shall be referred to the sole arbitration of the Secretary of Department of Legal Affairs, Govt. of India or his nominee. A reference to the arbitration under this clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act 1996 and any modification or re-enactment thereof and the rules framed there under for the time being in force.

(b) i) The venue of the Arbitration shall be at Delhi

ii) Each Party shall bear and pay its own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.

iii) The provision of this clause shall not be frustrated, abrogated or become in-operative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful

c) The Courts at Delhi shall have exclusive jurisdiction in all matters concerning this Agreement, including any matter related to or arising out of the arbitration proceedings or any award made therein.”

4. The substance of the dispute is set out in sub paras (i) to (xxv) of para 7 of the petition, which are not being reproduced to maintain

ARB.P. 289/2020

Page 2 of 3

brevity and avoid repetition, as there is no contest either regarding the existence of the arbitration agreement or the arbitrability of the dispute.

5. In view thereof, this Court appoints Mr.Kamal Nijhawan, Senior Advocate, as the arbitrator to arbitrate on the dispute between the parties. The contact details of the learned arbitrator are as under:

Mobile No.9810077957

Email ID. : knlawyer@gmail.com

6. The learned arbitrator would be entitled to charge fees in accordance with the Fourth Schedule to the 1996 Act or otherwise as determined by him in consultation with the parties.

7. The learned arbitrator would furnish the requisite disclosure under Section 12(2) of the 1996 Act within one week of entering on the reference.

8. In view of the aforesaid observations, this petition stands disposed of.

C. HARI SHANKAR, J.

MARCH 26, 2021

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