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

+ **ARB.P. 1001/2023**

COUNCIL OF SCIENTIFIC AND
INDUSTRIAL RESEARCH

..... Petitioner

Through: Mr. Abhinav Hansaria, Adv.
versus

SYMMETRIX BIOTECH PVT LTD

..... Respondent

Through: Appearance not given.

3 AND

+ **ARB.P. 1002/2023**

COUNCIL OF SCIENTIFIC AND
INDUSTRIAL RESEARCH

..... Petitioner

Through: Mr. Abhinav Hansaria, Adv.
versus

SYMMETRIX BIOTECH PVT LTD

..... Respondent

Through: Appearance not given.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **16.01.2024**

1. This hearing has been done through hybrid mode.
2. These are petitions under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, '*the Act*'), seeking appointment of an arbitrator. The Petitioner and the Respondent have an agreement dated 16th September, 2014 by which the Respondent was granted permission by Council of Scientific & Industrial Research (CSIR)/IMTECH for use of its facility in the form of financial arrangements set out therein to use the technical services.
3. Disputes have arisen between the parties due to default by the



Respondent in continued usage of the limited lab space granted by the CSIR at IMTECH without any authority and payment of dues. Despite meetings between the Petitioner and Respondent, no amicable resolution was achieved. Thus, the Petitioner invoked the arbitration clause as per the said agreement. The arbitration clause in the agreement reads as under:

“14. ARBITRATION

Except as hereinbefore provided, all disputes arising out of or in connection with this agreement shall be amicably settled or else the same be referred to the sole arbitration of a person nominated by Director General, CSIR as such Arbitrator. The arbitration proceedings shall be held under the Indian Arbitration and Conciliation Act, 1996 and the statutory modification or re-enactment thereof, if any, and the rules made thereunder for the time being in force shall apply to such arbitration and this deed shall be deemed to be submission to arbitration within the meaning of the said Act. The cost of the arbitration shall be shared between the parties. The award of the arbitrator shall be final and binding on the parties. The venue of arbitration shall be at New Delhi and the arbitration proceedings shall take place under the applicable law.”

4. Ld. counsel for the Petitioner submits that a similar matter has been referred before the Sole Arbitrator in arbitration petition **ARB.P. 780/2023**. The same was conducted under the aegis of Delhi International Arbitration Centre (‘DIAC’) and was governed by 4th Schedule of the Act.
5. Respondent objects to the appointment of the Sole Arbitrator on the ground that the agreement has already expired - hence, the arbitration clause does not survive.
6. Considering that there are disputes, which have arisen in respect of use of the Bio Pharma Facility, Bio Incubator Facility and Extra Lab



Facility, the matter is referred to the arbitration before the Sole Arbitrator.

7. Accordingly, **Mr. Adarsh Ramanujan, Advocate (9999984703)** is appointed as the Sole Arbitrator to conduct arbitration proceedings under the aegis of DIAC. The fee of the Arbitrator shall be governed by 4th Schedule of the Act.

8. The petitions are disposed of.

PRATHIBA M. SINGH, J.

JANUARY 16, 2024/*dk/bh*