

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION APPLICATION NO.56 OF 2025

Bioticha India

....Applicant

Versus

Vital Healthcare Private Limited & Anr.

...Respondent

Applicant was represented, but the appearance has not been submitted.

Ms. Neeta Jain a/w. *Srushti Patil i/b. Alochan Naik, Advocates for Respondent No.1.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 24, 2025

ORDER :

1. This Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (*“the Act”*), seeking appointment of an arbitrator in connection with disputes and differences that are said to have arisen between the parties under an Agreement dated May 14, 2023 (*“Agreement”*). The arbitration agreement is contained in Clause 9 (found at Page 32 of the Application) of the Agreement. In the interest of brevity, the arbitration agreement is not being extracted

here. Suffice it to say that this matter falls within the jurisdiction of this Court.

2. Learned Counsel for Respondent No.1 entered appearance, accepts notice and submits that leaving all rights and contentions open, the Respondent No.1 would have no quarrel to proceed with the arbitration.

3. Learned Counsel for the Applicant clarifies that Respondent No.2 which is a company based in Iraq is being dropped from the array of parties against whom the arbitration proceedings are being proposed. Needless to say, this Court does not have jurisdiction to appoint an arbitrator in respect of an agreement where one of the parties is not a national of India or nor a company incorporated in India.

4. In these circumstances, this Application is hereby ***finally disposed of*** in the following terms:

A] Mr. Udayan Shah, a Learned Advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above. The contact details of the Learned Arbitrator are set out below:-

Address : 9B, Samata Building,
JB Marg, Mantralay,

Mumbai-400 021.

Email Id : : Udayan.sh@gmail.com

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from today. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this Order;

C] The Learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of two weeks from receipt of a copy of this Order;

D] The parties shall appear before the Learned Sole Arbitrator on such date and at such place as indicated, to obtain appropriate directions with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration and;

E) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance, and

shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

5. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

6. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]