



2025:UHC:535

IN THE HIGH COURT OF UTTARAKHAND

AT NAINITAL

SRI JUSTICE G. NARENDAR, C.J.

10TH JANUARY, 2025

ARBITRATION PETITION NO. 89 OF 2023

Between:

Divya PharmacyApplicant

and

M/s Srinidhi Enterprises and another.Respondents

Counsel for the applicant : Mr. Ashutosh Thakral, learned counsel.

Counsel for the respondents : Mr. Akshay Joshi, learned counsel holding brief of Mr. Rajat Mittal.

Upon hearing the learned Counsel, the Court made the following

JUDGMENT :

Heard learned counsel for the applicant.

2. The applicant has preferred the present Application, under Section 11(6) of the Arbitration and Conciliation Act, 1996, to seek an appointment of the sole Arbitrator.

3. Learned counsel for the applicant would submit that the parties had entered into an agreement contained in the Super Distributor Agreement dated 25.12.2014, which contains an Agreement Clause. He would take this Court through the Arbitration Clause of the Agreement, which reads as under:-



“If any dispute arises between the parties at any time in connection with the validity, interpretation, implementation or alleged material breach of any provision of this agreement, the parties shall endeavor to settle such dispute amicably.

In case of failure, the dispute shall be referred to a sole arbitrator in accordance with the provisions of The Arbitration and Conciliation Act, 1996.

The venue for the arbitration proceeding shall be Haridwar, Uttarakhand, India, and the language of arbitration shall be English.

The arbitrator(s) award shall be substantiated in writing. The court of arbitration shall also decide on the costs of the arbitration proceedings.

The award passed by the Arbitrator(s) shall be final and binding on both the parties.”

4. The applicant invoked the arbitration agreement, since disputes arose between the parties, on 25.08.2023. However, no Arbitrator was mutually appointed and, consequently, this Application has been preferred.

5. Learned counsel for the respondents has put in appearance and has also filed a counter-affidavit. However, he has not disputed the fact about existence of an arbitration clause in the Agreement.



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6. Today, learned counsel for the parties jointly state that they seek appointment of Sri Ram Singh, retired District Judge, R/o Pleasant Valley, Near Sai Baba Mandir, Old Mussoorie Road, Dehradun, as a sole Arbitrator.

7. In that view, the instant Application is allowed.

8. Sri Ram Singh, retired District Judge, R/o Pleasant Valley, Near Sai Baba Mandir, Old Mussoorie Road, Dehradun is appointed to officiate as an Arbitrator to adjudicate the disputes that have arisen between the parties on merits, in accordance with the Act.

9. Let a copy of this order be communicated to Sri Ram Singh, retired District Judge.

10. There shall be no order as to costs.

11. In sequel thereto, all pending Applications stand disposed of.

G. NARENDAR, C.J.

Dt: 10th January, 2025
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**PRAVINDRA
S RATHOUR**

Digitally signed by PRAVINDRA S RATHOUR
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