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

+ **ARB.P. 562/2025**

PEPTECH BIOSCIENCES LIMITED

.....Petitioner

Through: Mr. Anil Kumar, Advocate

versus

MANKIND AGRITECH PRIVATE LIMITED

.....Respondent

Through: Mr. Sunil Narula, Advocate

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **09.05.2025**

1. This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('A&C Act') seeking appointment of Sole Arbitrator to adjudicate the disputes that have arisen between the parties.

2. It is stated in the petition that the disputes between the parties emanate from a Contract Manufacturing Agreement dated 02.12.2022.

3. The arbitration clause is contained in Clause 21 of the said agreement.

The relevant clause reads as under:

“This Agreement shall be governed by the laws of India and disputes arising out of, in connection with or in relation to this Agreement would be resolved exclusively by arbitration under the Indian Arbitration and Conciliation Act. The seat of Arbitration shall be New Delhi. All proceedings shall be conducted in the English Language. The arbitral award shall be final, binding and conclusive and shall be enforceable in any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator in English Language.”

4. It is stated that the Petitioner issued a legal notice invoking arbitration dated 08.01.2025, which was duly delivered to the Respondent on 10.01.2025. The Petitioner also delivered it through email dated 09.01.2025



and thereafter served the complete petition and notice via email dated 22.04.2025 and through speed post and courier, both of which were delivered on 23.04.2025. No response was received from the Respondent.

5. In light of the foregoing facts, the Petitioner has approached this Court for the appointment of a Sole Arbitrator under Section 11 of the Act.

6. Mr. Sunil Narula, Advocate enters appearance on behalf of the Respondent. He states that he will file his *Vakalatnama* within one (1) week.

7. He states that Respondent does not dispute the existence of the arbitration agreement and has no objection to the disputes being referred to arbitration. He states that in fact, the Respondent as well, will be filing its counter-claim. He states that the counter-claim will be valued approximately at Rs. 50 lakhs.

8. Learned counsel for the Petitioner states that the value of the Petitioner's claim is approximately Rs. 11.48 lakhs towards principal and Rs. 14 lakhs towards interest, totalling to Rs. 25.48 lakhs.

9. This Court has perused the record.

10. Upon a conjoint perusal of Clause 21 of the Contract Manufacturing Agreement and the submissions of learned counsel for the parties, this Court is satisfied that there exists a valid arbitration agreement between the parties. Since both parties consent to the reference, it is deemed appropriate to appoint an Advocate as the Sole Arbitrator. The arbitration shall be conducted under the aegis of the Delhi International Arbitration Centre ('DIAC').

11. Mr. Ketan Gaur, Advocate (D-1465/2014) e-mail ID: ketan.gaur@trilegal.com Mob. No. 9958999496, Advocate is appointed as an Arbitrator.



12. The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1990 as amended by the rules of DIAC or as the parties may agree.

13. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 Act before entering into the reference.

14. It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

15. Parties will appear before the Sole Arbitrator on 24.07.2025 at 10:30 A.M. at DIAC for the preliminary hearing. Since, parties have due notice of the next date of hearing, no further notice is being issued by the DIAC to them.

16. The statement of claim will be filed within six (6) weeks and Claimant will serve an advance copy on the Respondent and the counsel, who has entered appearance.

17. The petition stands disposed of.

18. Copy of the order be sent to Secretary, DIAC and the Sole Arbitrator.

19. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant

MAY 9, 2025/rhc/akp

MANMEET PRITAM SINGH ARORA, J

[Click here to check corrigendum, if any](#)