



2025:DHC:12049



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 1712/2025**Date of Decision: **22.12.2025****IN THE MATTER OF:**

M/S UNIJULES LIFE SCIENCES

.....Petitioner

Through: Mr. Utsav Saxena with Mr. Chaitanya
Poonia, Advocates.

Versus

DIRECTORATE GENERAL OF HEALTH SERVICES

.....Respondent

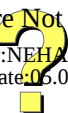
Through: Ms. Avni Singh, Advocate.

CORAM:**HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV****JUDGEMENT****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter “**the Act**”), seeking the appointment of an Arbitrator to adjudicate upon the disputes that have arisen between the parties.

2. Various submissions have been made by the learned counsel appearing for the parties. Ms. Avni Singh, learned counsel appearing for the respondent specifically pointed out from the list of date and events that after 16.07.2021 there were no steps taken by the petitioner except to make the representations and according to her, the cause of action had conclusively arisen on that date.

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3. On the contrary, Mr. Utsav Saxena, learned counsel appearing for the petitioner takes the Court through document annexure P-13 dated 20.10.2023 and highlights that even on that date, the claim of the petitioner was acknowledged by the respondent.

4. This Court has in the case of *M/s Smart Guard and Allied Services v. Central Warehousing Corp.*¹ reiterated the settled distinction between the limitation period for the filing of a Section 11 petition under the Act and the limitation period for agitating the underlying claims. The former, this Court held, can be looked into by this Court, while the latter, preferably should be decided by the Arbitrator. In the instant case, it remains undisputed that there exists an arbitration clause in terms of Section IV Clause 4 of the Tender. The said arbitration clause reads as under:

“RESOLUTION OF DISPUTES

(i) *The CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract,*

(ii) *In case of a dispute or difference arising between the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi. The arbitration request must be submitted to the TIA within one year of end of contract period.”*

5. The law with respect to the scope and standard of judicial scrutiny under Section 11(6) of the Act has been dealt with by this Court in *Pradhaan Air Express Pvt Ltd v. Air Works India Engineering Pvt Ltd*,² as

¹ 2025:DHC:9513.

² 2025 SCC OnLine Del 3022.



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also in *Axis Finance Limited v. Mr. Agam Ishwar Trimbak*.³ It was held by this Court that the scope of inquiry under Section 11 of the Act is limited to a *prima facie* examination of the *existence* of an arbitration agreement.

6. In light of the above, the Court being satisfied that *prima facie* an arbitration clause does in fact exist in the agreement between the parties, and that the contentions of the respondent pertaining to limitation can be raised before the learned arbitrator so being appointed. Ms. Ritika Gusain, Advocate (Mobile No.8879905591, e-mail id: ritikagusain09@gmail.com) is hereby appointed as the sole Arbitrator to adjudicate the disputes between the parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and in terms of its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the instant order be sent to the Sole Arbitrator

³ 2025:DHC:7477



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through electronic mode as well.

11. Accordingly, the instant petition stands disposed of.

PURUSHAINdra KUMAR KAURAV, J

DECEMBER 22, 2025

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