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

+ **ARB.P. 1843/2025**

PONTIKA AEROTECH LTD.

.....Petitioner

Through: Mr. Sumit R. Sharma, Mr. Piyush
Gautam, Advs.

versus

PREMEDIUM PHARMACEUTICALS PVT. LTD.Respondent

Through: Mr. Tejasvi Kumar, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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01.12.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the petitioner is engaged in the business of research and development, manufacturing, sale, and distribution of pharmaceutical, cosmetic, and ayurvedic products. The respondent approached the petitioner and entered into negotiations for the manufacture and supply of goods.
3. Subsequently, the respondent issued various Purchase Orders and the parties also entered into a Supply Agreement dated 30.05.2020. Pursuant thereto, the petitioner duly complied with the Purchase Orders issued by the respondent and accordingly, manufactured and supplied the goods to the respondent and raised invoices.
4. The said Supply Agreement contains an arbitration clause being Clause No. 13.1, which is extracted below:-



13.1 **Governing Law and Dispute Resolution.** This Agreement shall be governed by and interpreted in accordance with the laws of India. The Parties agree that they shall in good faith work towards implementation of this Agreement and any dispute and difference arising out of or in relation to this Agreement shall be first attempted to be resolved amicably by mutual negotiations, failing which such dispute shall be referred to Arbitration to be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder as amended from time to time. The venue of arbitration shall be Delhi, India. The arbitration shall be conducted in English language. The arbitral award shall be reasoned and final, conclusive and binding on the Parties and shall be enforceable in any court of competent jurisdiction. The Parties agree to expressly exclude the jurisdiction of courts in settlement of disputes. Without prejudice to the above, the Parties agree to amicably resolve and settle all disputes under this Agreement by way of mediation at any stage of the arbitral proceedings and such mediation shall be conducted by an independent mediator at Delhi, India.

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 12.08.2025 and thereafter, filed the present petition.
6. Mr. Kumar, learned counsel appears on behalf of the respondent and states that the respondent has counter-claims against the petitioner. However, he does not dispute the Supply Agreement and the arbitration clause.
7. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following



directions are issued:-

- i) Mr. Shyam Sharma, Advocate (Mob. No. 9810153965) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 1, 2025 / (MS)