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

+ **ARB.P. 1946/2024 with I.A. 47263/2024**

**PHARMACEUTICAL AND MEDICAL DEVICES BUREAU
OF INDIA (PMBI) ERSTWHILE - BUREAU OF
PHARMA PUBLIC**

.....Petitioner

Through: Mr. Yogesh Kumar Dubey, Advocate.

versus

LAUREL LIFE SCIENCE PVT LTD.

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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19.08.2025

I.A. 47263/2025 (seeking condonation of delay)

1. This application has been filed on behalf of the petitioner seeking condonation of 33 days' delay in re-filing the present petition.
2. For the reasons stated, the delay of 33 days in re-filing the present petition stands condoned.

ARB.P. 1946/2024

3. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter '**Act**') seeking appointment of a Sole Arbitrator for the adjudication of disputes between the parties arising out of an Agreement for Distributor (hereinafter '**Agreement**') entered into between the parties on 21st October, 2015 for supply/ sale of pharmaceutical products by the respondent supplied to it by the petitioner.
4. Counsel for the petitioner submits that the Agreement contains an



arbitration clause, i.e., Clause (xxi), which provides for adjudication of any dispute arising between the parties by way of arbitration. Clause (xxi) of the Agreement is set out below:

“In the event of any dispute or difference between the parties arising out of or in connection with or in relation to this agreement, the same shall be referred to the sole arbitrator of President BPPI or his nominee and his decision shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall apply.”

5. He further submits that the respondent failed to pay the outstanding amount of Rs. 56,89,932/- (Rupees Fifty-six lakhs eighty-nine thousand nine hundred and thirty-two only) to the petitioner.
6. Accordingly, the petitioner issued a notice dated 18th April, 2023 to the respondent through speed post invoking the aforesaid arbitration clause under Section 21 of the Act.
7. It is submitted that the aforesaid notice was duly served upon the respondent on 20th April, 2023. However, despite the aforesaid, the respondent did not reply to the said notice. Under these circumstances, the petitioner has been constrained to approach this Court under Section 11(6) of the Act.
8. Notice in the present petition was issued by the predecessor bench on 5th December, 2024.
9. In the order passed by the predecessor bench on 3rd July, 2025, it was noted that respondent has been served.
10. The predecessor bench also noted that the petitioner is based in Delhi and that though the venue/ seat of the arbitration has not been specifically specified in the aforesaid arbitration clause, the Agreement notes that courts in New Delhi shall have exclusive jurisdiction.
11. None appears on behalf of the respondent despite service.



12. In view of the above, the Court is satisfied that a Sole Arbitrator is required to adjudicate the disputes between the parties.

13. Accordingly, the present petition is allowed and the dispute between the parties under the Agreement are referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

- a. Ms. Swati Singhania, Advocate (Mobile No.: +91 98999 99785) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
- c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- d. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

14. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondent that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.

15. The parties shall approach the Arbitrator within two (2) weeks from today.



16. The petition stands disposed of in the aforesaid terms.
17. All pending applications stand disposed of.
18. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

AUGUST 19, 2025

Vivek/-