

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

ARB-71-2013 (O&M)  
Date of decision:-25.10.2013

M/s Ind-Swift Limited, Chandigarh

...Petitioner

Versus

Lincoln Pharmaceuticals Ltd.

...Respondent

**CORAM: HON'BLE MR. JUSTICE SANJAY KISHAN KAUL, CHIEF JUSTICE**

Present: Mr. M.S. Cheema, Advocate,  
for the petitioner.

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**SANJAY KISHAN KAUL, C.J. (ORAL)**

An agreement dated 25.09.2008 was executed inter se the parties for purchase of various products and medicinal formulations as per standards and specifications to be provided by the respondent more specifically mentioned in schedule 1 to the agreement. The petitioner is based in Chandigarh and the agreement was executed at Chandigarh.

Disputes and differences are stated to have arisen on account of transactions carried out under the agreement which gave rise to a notice dated 29.01.2013 raising a total demand of Rs. 21,54,721/-. This invocation was in terms of Clause 29 of the agreement inter se the parties.

In view of the failure of the respondent to appoint an arbitrator, the present petition has been filed and notice issued to the respondent has been served. However, neither any one has entered appearance nor any reply has been filed to the petition.

In view thereof, I am inclined to accept the prayer of learned counsel for the petitioner as even made in the invocation notice for appointment of Dr. H.C. Modi, District and Sessions Judge (Retired), H. No. 586, Sector 18-B, Chandigarh as the sole arbitrator to enter upon reference and adjudicate disputes inter se the parties. In view of the dates of invoice, the question of limitation would also be examined by the arbitrator.

The petition stands allowed in the aforesaid terms leaving the parties to bear their own costs.

Copy of the order be sent to the learned arbitrator.

**(SANJAY KISHAN KAUL)**  
**CHIEF JUSTICE**

**25.10.2013**

Amodh