

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**FRIDAY ,THE EIGHTH DAY OF NOVEMBER
TWO THOUSAND AND TWENTY FOUR**

PRESENT

THE HONOURABLE THE CHIEF JUSTICE ALOK ARADHE

ARBITRATION APPLICATION NO: 205 OF 2024

Between:

Pratap Health and Foods (INDIA) Pvt. Ltd., Having its Office at 8-2-573, Road No.7 Banjara Hills, Hyderabad, Telangana Represented by its Director, Dodla Divya Reddy

...Applicant

AND

Hindustan Unilever Limited, Unilever House, B D Sawant Marg Chakala, Andheri East Mumbai, Maharashtra 400 099, Represented by its Authorized Representative

...Respondent

Arbitration Application filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 R/w Scheme fo Appointment of Arbitrators, 2000 praying that this Hon'ble Court may be pleased to

- i. Appoint a sole arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996 read with para 3(c) of the Scheme of Appointment of Arbitrators, 2000 for adjudication of the claims and disputes that arose between the Applicant and Respondent under HUL Purchasing Agreement dated 19th May 2021 forming part of the Contract Documents executed between the Parties and for such other claims that may be raised before the Arbitral Tribunal comprising of panel of three arbitrators.
- ii. Award the costs of this application in favour of the Applicant.

Counsel for the Applicant : Mr. Alay H Razvi

Counsel for the Respondent : Mr. S. Leo Raj

The Court made the following: ORDER

THE HON'BLE THE CHIEF JUSTICE ALOK ARADHE

ARBITRATION APPLICATION No.205 of 2024

ORDER:

Mr. Alay H Razvi, learned counsel for the applicant.

Mr. S.Leo Raj, learned counsel for the respondent.

2. This application is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "the Act"). The applicant seeks appointment of an arbitrator to resolve the dispute between the parties.

3. The parties have entered into HUL Purchasing Agreement dated 19.05.2001. Clause 21 thereof contains an arbitration clause and the same is extracted below for the facility of reference:

"21. Alternate Dispute Resolution

21.1. In the event of any dispute that remains unresolved for a period of 30 days, the Party aggrieved shall submit the dispute for mediation to be administered by an independent Arbitrator appointed by mutual agreement who shall be a retired judge of

eminence and repute. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue of arbitration shall be at Hyderabad, Telangana State. This provision shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this UPA.”

4. In a proceeding under Section 11(6) of the Arbitration Act, this Court has to satisfy itself whether underlying contract contains an arbitration agreement which provides for arbitration pertaining to disputes which have arisen between the parties. It is pertinent to note that the respondent has not disputed the execution of the HUL Purchasing Agreement dated 19.05.2001 which contains an arbitration clause. It is trite law that an arbitration clause which forms part of the contract shall be treated as an agreement independent of other terms of contract and the arbitration clause survives notwithstanding expiry of the agreement (see **Reva Electric Car Company Private Limited vs. Freen Mobil¹, A.Ayyasamy vs.**

¹ (2012) 2 SCC 93

A.Paramasivam² and Vidya Drolia vs. Durga Trading Corporation³).

5. In the instant case, the applicant invoked the arbitration clause and sent a notice under Section 21 of the Act dated 02.04.2024 to the respondent and the respondent filed a reply on 12.04.2024.

6. The dispute that has arisen between the parties needs to be resolved in the manner agreed to by the parties under HUL Purchasing Agreement dated 19.05.2001.

7. The parties have no objection if the sole Arbitrator is appointed.

8. In view of aforesaid submission and taking into account the fact that admittedly an agreement namely HUL Purchasing Agreement dated 19.05.2001 exists between the parties, which has an arbitration clause, Mr. Justice Challa Kodanda Ram, a former Judge of this Court (resident of Plot No.68, Road No.71, Phase III, Jubilee Hills, Hyderabad-34; Mobile No.8331010695) is appointed as sole arbitrator to

² (2016) 10 SCC 386

³ (2021) 2 SCC 1

adjudicate the dispute between the parties. The parties shall appear before the Arbitrator on 23.11.2024 at 11.00 A.M. along with a copy of this order. Thereupon, the sole arbitrator shall proceed with the arbitral proceedings in accordance with law.

9. Accordingly, the Arbitration Application is allowed.

Miscellaneous applications pending, if any, shall stand closed. However, there shall be no order as to costs.

Sd/- M. VIJAYA BHASKER
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. Mr. Justice Challa Kodanda Ram, former Judge of Telangana High Court (resident of Plot No. 68, Road No. 71, Phase III, Jubilee Hills, Hyderabad-34; Mobile No. 8331010695) (By Special messenger) (along with a copy of affidavit and material papers)
2. One CC to Mr. Alay H Razvi, Advocate [OPUC]
3. One CC to Mr. Leo Raj, Advocate [OPUC]
4. Two CD Copies

Njb/gh

Kr

HIGH COURT

DATED:08/11/2024



ORDER

ARBAPPL.No.205 of 2024

ALLOWING THE ARBITRATION APPLICATION

*6 copies
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18/11/24*