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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMM ARBITRATION PETITION (L) NO.32064 OF 2026

ATUL GANESH KULKARNI

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Date: 2026.10.23 12:31:39 +0530

Advy Biosciences Private Limited
(formerly known as Advy Chemical Private Limited) ... **Petitioner**

Vs.

Swaraj Lifesciences Private Limited ... **Respondent**

Mr. Vishal Kanade with Mr. Ravitej Chilumuri, Ms. Aishwarya Singh, Ms. Antara Kalambi and Mr. Prince Tode i/by Khaitan & Co., for the Petitioner.

Mr. Shriram Kulkarni with Mrs. Pooja N. Sejpal, and Mr. Krunal Thakkar for the Respondent.

CORAM : AMIT BORKAR, J.

RESERVED ON : OCTOBER 22, 2026.

PRONOUNCED ON : OCTOBER 23, 2026

JUDGMENT:

1. The Petitioner has filed the present Petition under Section 9 of the Arbitration and Conciliation Act, 1996, seeking urgent protection in respect of the Supply Agreement dated 1 April 2025 entered into between the parties. The grievance of the Petitioner is that the Respondent has issued a Termination Notice dated 24 August 2026 and has stopped the Petitioner from keeping its

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Livestock Supervisor at the Respondent's farm. According to the Petitioner, goats are kept at the said farm and they have been immunised by using the Petitioner's own immunogens and protocols. The Petitioner says that if proper care of these goats and the agreed process is not continued, their productivity may be affected. It has an apprehension that its confidential information may be used or disclosed against the terms of the Agreement.

2. The dispute between the parties is not only regarding some invoices which are said to have been paid late. It relates to what will be the effect of termination of the Agreement, what duties are to be performed by both parties regarding the goats, the supply and use of plasma produced from them, the Petitioner's claim regarding confidential information and intellectual property rights, and who has to bear the expenses for keeping the herd. This Court is required to consider these issues only so far as they are necessary for deciding whether interim protection should be given. The final rights and liabilities of the parties will have to be decided in the arbitration proceedings.

3. The Petitioner states that the parties have been doing business with each other since 2019, including through the earlier entity of the Respondent. Under the Supply Agreement dated 1 April 2025, the Respondent was required to maintain at least 400 productive goats for supplying Anti-Human IgG (Fc) Serum (Goat), which is referred to as the Products in the Agreement. According to the Petitioner, 418 goats were being maintained for this purpose when the dispute arose. However, in its rejoinder, the Petitioner states that four goats have died after filing of the

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Petition and that 414 goats are now available. The actual number of goats and their present condition will have to be independently checked. The Petitioner submits that it supplies the immunogens, immunisation schedules, standard operating procedures, protocols and other technical information which are required for carrying out the process. According to the Petitioner, the goats have undergone a special process and the plasma produced from them is connected with the Petitioner's own material and confidential information. The Petitioner states that the goats can remain productive for a long period, but their productivity may be seriously affected if immunisation, booster doses, health monitoring and other prescribed procedures are not properly followed. It says that if a new herd is to be developed and brought to the required production stage, it may take at least eighteen months. It is the case of the Petitioner that Clause 3.11 of the Agreement provides for a Livestock Supervisor employed by the Petitioner to be stationed at the Respondent's farm. According to the Petitioner, this arrangement was made so that the health of the goats could be properly monitored and its confidential information and protocols could be protected. The Petitioner alleges that its supervisor was put under pressure to leave the farm and was finally compelled to leave on 4 September 2026. Since then, according to the Petitioner, it has not been able to properly access the goats, their records, or the process through which the plasma is collected.

4. The Respondent disputes the case put forward by the Petitioner. It submits that the goats belong to the Respondent and

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that they were purchased, reared, housed and medically maintained at its own cost. According to the Respondent, the Petitioner has not placed orders as required under the Minimum Order Commitment and has delayed making payments. The Respondent states that it spends approximately Rs. 28,07,567/- per month for maintaining the herd. It claims that, because of the alleged failure of the Petitioner to place the required orders and make timely payments, it has suffered total financial losses of approximately Rs. 1,88,18,607/-. The Respondent disputes the Petitioner's claim that it has any exclusive proprietary right over the goats, plasma or antibodies. It says that the goats belong to it and that the process described by the Petitioner does not establish any patentable invention or exclusive ownership over the biological material. The Respondent states that it proposes to use the goats for research services and other farm-related activities, which according to it will not involve production or sale of antibodies, serum, plasma or any blood-derived product. On this basis, the Respondent denies that the reliefs asked for by the Petitioner are necessary for protecting any right claimed by it. The Respondent has raised an objection under Sections 14 and 41(h) of the Specific Relief Act, 1963. It submits that the Agreement can be terminated and that it involves continuous duties regarding maintenance and treatment of animals, which cannot be supervised by the Court on a day-to-day basis. Therefore, according to the Respondent, an injunction which would in effect require the Agreement to be performed should not be granted. The Respondent has relied upon its registration as a Micro or Small

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Enterprise and referred to Sections 15 and 24 of the Micro, Small and Medium Enterprises Development Act, 2006, in support of its claim regarding delayed payments.

5. The Petitioner, in its rejoinder, disputes these submissions. It states that the Respondent could terminate the Agreement only after following the procedure provided under Clause 8.3(i), which required a proper notice of default and an opportunity to correct the default. According to the Petitioner, the email dated 24 July 2026 did not satisfy these requirements. The Petitioner disputes the manner in which the Respondent has calculated the payment period. It says that the parties were following the practice of calculating the payment period from the Goods Receipt Note, which was issued after the quality clearance process was completed. The Petitioner submits that, by its email dated 28 August 2026, the Respondent made withdrawal of the Termination Notice conditional upon the Petitioner agreeing to a guaranteed annual procurement commitment of Rs. 4 crore, deletion of the exclusivity restrictions and payment within thirty days from the invoice date. According to the Petitioner, these demands show that the real dispute is about the Respondent wanting to change the commercial arrangement and not only about delayed payments. The Respondent disputes this interpretation. It maintains that the payment terms and minimum order requirements were already part of the commercial arrangement and that the Petitioner had failed to comply with them.

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REASONS AND FINDINGS:

6. From the submissions made by both parties, it appears that serious disputes have arisen between them. This Court is not required to finally decide these disputes in a Petition under Section 9. At the same time, the Court cannot ignore the immediate risk which may arise if the subject matter of the proposed arbitration is damaged, disposed of or dealt with in such a way that the final decision of the arbitral tribunal becomes ineffective.

7. Clause 10.2 of the Supply Agreement provides for resolution of disputes by arbitration, with Mumbai as the seat of arbitration. Clause 10.1 provides for the jurisdiction of the Courts at Mumbai. The present dispute arises from the Supply Agreement and the alleged termination of the same. Therefore, the disputes raised in this Petition are matters which the parties have agreed to refer to arbitration. Merely because the parties have provided an initial period for amicable resolution, it does not mean that this Court has no power to consider an application for urgent interim protection under Section 9. Such power is available even before the arbitral tribunal is constituted. However, the Petitioner will have to take steps according to the arbitration clause and comply with Section 9(2) of the Arbitration and Conciliation Act, 1996, which requires the arbitral proceedings to be commenced within the prescribed period after an interim order is passed.

8. The principles for granting interim relief under Section 9 are well settled. In *Adhunik Steels Ltd. v. Orissa Manganese and Minerals (P) Ltd.,* (2007) 7 SCC 125, the Supreme Court explained

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that the usual principles governing interim injunctions apply to proceedings under Section 9. The Court has to see whether the applicant has made out a prima facie case, whether the balance of convenience is in its favour and whether refusal of protection would cause irreparable injury. Similarly, in *Essar House Private Limited v. ArcelorMittal Nippon Steel India Limited,* (2022) 20 SCC 178, paragraphs 48 to 50, the Supreme Court explained that the Court has to consider the material placed before it, the strength of the prima facie case and the consequences of granting or refusing interim relief. The Court must compare the harm which may be caused to each party depending upon the order passed. Interim protection should preserve the rights which are to be decided in arbitration and should not undecide those rights before the arbitration takes place.

9. Keeping these principles in mind, the first question which arises for consideration is whether the Petitioner has made out a prima facie case for which protection is required. Clause 8.3(i) of the Agreement, as quoted in the Petition, provides as follows:

> "8.3 SLPL may terminate this Agreement on the happening of the following events: (i) On default or non-payment of any amount by ACPL within thirty (30) days of receiving notice from SLPL specifying the default and the steps or reasonably requires ACPL to take to remedy the default."

10. On reading this clause, it appears that the notice has to mention the default and the steps which are required to be taken for correcting it, followed by the stipulated period. Therefore, it is not enough that the Respondent sends some communication asking for payment. What was stated in the communication, when

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it was received and what opportunity was given to the Petitioner to correct the alleged default are all relevant matters which have to be considered. The Petitioner submits that the email dated 24 July 2026 demanded payment by the next day and sought a change in the payment terms. According to the Petitioner, this email did not specify the default and the steps required to remedy it in the manner provided under Clause 8.3(i). The Petitioner has relied upon Clause 8.7, which provides for communications between the parties to be sent by registered mail, courier and fax in the manner stated therein. According to the Petitioner, the email dated 24 July 2026 was not sent in the agreed manner and was not received by the Petitioner at the relevant time.

11. The Respondent submits that the parties were communicating through emails and that email was an accepted method of communication between them. It relies upon earlier correspondence to say that the Petitioner knew that payment was required to be made within thirty days from the invoice date. The Respondent states that the Petitioner admitted delay in its email dated 26 August 2026, though it disputed the number of days by which the payments were delayed.

12. These rival submissions require examination of the Agreement, the earlier practice followed by the parties, the invoices, the ledger and the correspondence exchanged between them. At this stage, this Court is not prepared to hold that the Petitioner was not in default or that every payment was made within the prescribed time. At the same time, on the material considered, it cannot be said that the requirements of Clause 8.3(i)

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were followed before issuing the Termination Notice., the contents and service of the email dated 24 July 2026, the calculation of the period given for correcting the default and the agreed method of calculating the payment dates will require final consideration.

13. The Respondent's email dated 28 August 2026, upon which the Petitioner relies, refers to changes in the payment terms and the exclusivity arrangement. The Petitioner relies upon this email to say that the Respondent was trying to change the commercial arrangement by using the Termination Notice as a means of pressure. The Respondent denies this allegation and maintains that its demands arose because of the losses suffered by it. At this stage, the Court is not recording any finding that either party has acted in bad faith. However, the correspondence shows that the dispute cannot safely be decided only by accepting the version of either party regarding the alleged payment default.

14. The Agreement contains provisions relating to the Livestock Supervisor, confidentiality, intellectual property and restrictions on dealing with the Products. Clause 3.11 provides that:

> "One LSS (Livestock Supervisor) would be stationed at SLPL, who would be under the payroll of ADVY"

15. The case of the Petitioner is that this arrangement was important because of the manner in which the immunogens and the plasma production process were handled. The Respondent disputes the Petitioner's statement regarding the actual presence of the supervisor at the farm. Whether the supervisor was stationed there continuously and what exactly his duties were are matters

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which will have to be decided on the evidence. However, the clause does provide a contractual basis for the presence of a Livestock Supervisor at the Respondent's farm.

16. The Agreement contains provisions regarding confidentiality and intellectual property, including Clauses 4.1, 4.4 and 5.1 to 5.4. The Petitioner relies upon these clauses to contend that its technical information and protocols must remain protected even if the Respondent's case regarding termination is accepted. The rejoinder relies upon Clause 11.1, which is stated to preserve certain obligations, including confidentiality and intellectual property obligations, even after cancellation, expiry or termination of the Agreement.

17. The Respondent's contention that the Petitioner does not have a patent over the immunogen or plasma does not answer every question relating to contractual confidentiality. A claim based on a patent under the Patents Act and a claim based on contractual restrictions are not the same thing. Whether the information in question is entitled to protection, what rights the Petitioner has in the relevant material and whether the Respondent has used or threatened to disclose confidential information are matters which will have to be decided on evidence. At this stage, however, there is sufficient basis to require both parties to preserve the relevant information and not use or disclose it in a manner which may defeat the purpose of arbitration.

18. This Court is conscious of the fact that the Petitioner has not established ownership of the goats merely because it supplied

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immunogens or protocols. The Respondent claims that it owns the goats and has incurred substantial expenditure for their purchase and maintenance. No finding is being made in this order that the goats belong to the Petitioner, that the plasma belongs to the Petitioner in every circumstance, or that the Respondent has no independent rights in the animals. These questions, along with the meaning and effect of the exclusivity provisions, will remain open for decision.

19. The Respondent's reliance upon the Minimum Order Commitment raises a substantial dispute. The Petitioner says that this commitment relates to the quantity of Products which the Respondent is required to supply and does not place any minimum annual purchase obligation upon the Petitioner. The Respondent says that the Petitioner was required to purchase specified quantities and that failure to do so, along with delayed payments, made the Agreement commercially unworkable. Both parties have placed their respective interpretations of the Agreement and the relevant correspondence before the Court. The extent of any purchase obligation and the alleged financial losses will have to be decided in arbitration. These matters cannot be finally decided in the present Petition.

20. The same position applies to the Respondent's reliance upon the Specific Relief Act and the Micro, Small and Medium Enterprises Development Act. The Respondent is entitled to pursue its claims relating to payments, statutory interest, alleged shortfall in minimum orders and the legal effect of termination. This order does not take away those claims. However, the relief now being

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considered is for preserving the goats, plasma, relevant records and confidential information. It is not a final order compelling the parties to continue their entire commercial relationship indefinitely. Nor does it finally direct specific performance of every obligation under the Agreement.

21. The Court must next consider whether refusal of interim protection is likely to cause irreparable harm. The case of the Petitioner is that the goats have undergone immunisation using its proprietary immunogens and that the production process depends upon the required booster doses and the applicable health and animal care procedures being continued. It states that any serious interruption may affect the productivity of the goats and that the time, effort, and money already invested may not be recovered even if damages are awarded later.

22. The Respondent disputes the scientific and proprietary basis of these claims. It states that it has no intention of slaughtering the goats or using them for producing antibodies or plasma for third parties. According to the Respondent, the animals may be used for research services and other farm-related activities which do not involve blood-derived products. These statements have been considered by the Court. However, the Court is not recording a finding that the Respondent intends to slaughter the goats or that any public health risk alleged by the Petitioner has been established. However, the concern is not limited to the possibility of sale or slaughter of the goats. If the existing immunisation and health procedures are stopped or materially changed, the productive condition of the herd may be affected. If the

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confidential protocols or the plasma are transferred or disclosed to third parties, the resulting harm may be difficult to measure or reverse. Therefore, the loss claimed by the Petitioner may be more than the value of the goats or the price of the Products. In these circumstances, it is necessary to preserve the existing herd, records and plasma until the disputed rights are decided.

23. There is material to show that approximately 248 bottles of plasma are stated to have remained at the Respondent's farm before and after the termination of the Agreement. The Petitioner says that it does not know the present condition of this plasma or what has happened to it. The Respondent has a different version regarding the events, including the supply of immunogens and the collection of test bleeds. The present number, condition, storage status, quality, and ownership of the bottles cannot be assumed without verification. They should be recorded and inspected by an independent person so that neither party can later complain that the material was used, lost or damaged without proper information. In these circumstances, the Petitioner has made out a prima facie case for limited protective relief. This does not mean that the Court has held that the Termination Notice is invalid or that the Petitioner has succeeded in all its contractual claims. The finding is only that the disputes raised are serious enough to require preservation of the subject matter. This is necessary because any change in the condition of the goats or disclosure of confidential information may cause harm which cannot be properly compensated by money alone.

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24. The next question is whether the balance of convenience is in favour of the Petitioner. The Respondent's case regarding the cost of maintaining the animals cannot be ignored. It states that it incurs approximately Rs. 28,07,567/- per month for maintaining the herd. It claims that the Petitioner has delayed payments and failed to place orders in the required quantities. If the Respondent is directed to maintain the herd without any arrangement for payment of expenses, it would have to continue bearing a substantial financial burden. The rejoinder, however, proposes a practical arrangement. The Petitioner states that it is willing to deposit Rs. 57,34,529.78/- towards the pending invoices of the Respondent. It offers to deposit Rs. 20,25,592/- towards the proposed purchase price of the 414 goats. It offers to bear the expenses for feed and medical care of the goats, obtain the necessary government approvals for shifting the goats to its own farm at Hyderabad and make arrangements for such shifting. These proposals are relevant because they provide a possible way to protect the subject matter without requiring the Respondent to bear the entire financial burden during the pendency of the dispute.

25. While considering the balance of convenience, the Court has to look at the consequences for both parties. If interim protection is refused and the goats, plasma or confidential information are dealt with in a manner which affects their condition or use, the injury caused to the Petitioner may not be fully repaired later. On the other hand, if protection is granted without any arrangement for payment, the Respondent may have to continue spending

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substantial amounts without receiving the money claimed by it. Such a position would cause hardship to the Respondent. Considering the Petitioner's stated willingness to make the deposits and bear the reasonable maintenance expenses, the balance of convenience is in favour of granting limited protection subject to suitable financial conditions. The Respondent will continue to retain its claimed ownership and physical responsibility for the goats. Its claims regarding unpaid invoices, interest, Minimum Order Commitment and other financial losses will remain open. The Petitioner, on its part, will have to provide financial protection towards the pending invoices and the continuing expenses while the parties proceed with arbitration.

26. At this stage, appointment of a Court Receiver is not necessary. The Respondent is already in physical possession of the farm and is responsible for the care of the animals. If a receiver is appointed to take over the farm or the herd, it may create difficulties and interfere with the ordinary veterinary care of the animals. Appointment of a Court Commissioner, with assistance from a qualified veterinary professional, would be sufficient for the present purpose. The Commissioner can inspect the goats, verify the records, prepare an inventory of the plasma and submit a report regarding compliance with the protective directions. The duty of the Commissioner will be to inspect and report, and not to take over the Respondent's business or manage the farm.

27. In view of the above, the Petition is partly allowed in the following terms:

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(a) The Respondent shall not sell, transfer, shift, slaughter, dispose of or otherwise deal with the 414 goats mentioned in the rejoinder, or any additional goat which the Court Commissioner finds to be part of the herd maintained for the purposes of the Supply Agreement dated 1 April 2025, in any manner which may defeat the purpose of this order;

However, this direction shall not prevent any urgent veterinary treatment or any action required by a competent government authority for the welfare of the animals. In such a situation, the Respondent shall record the reasons for taking such action, maintain the relevant records and inform the Court Commissioner and the Petitioner without delay. If any other proposal is made for removing or shifting the goats, the same shall be placed before the Court or the arbitral tribunal for appropriate orders.

(b) The Respondent shall take proper care of the goats by following the applicable animal welfare requirements and the existing veterinary and immunisation procedures, so far as they apply to the herd. Neither party shall deliberately stop or make any major change in the necessary veterinary care, immunisation or booster schedule in a manner which is likely to affect the health or productive condition of the goats;

Both parties shall cooperate with each other to ensure that the necessary veterinary care and applicable technical procedures are continued. If any dispute arises regarding the

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technical steps required for proper care of the herd, the same shall be referred without delay to a qualified veterinary professional. If necessary, either party shall be at liberty to seek further directions from the arbitral tribunal.

(c) The Respondent shall allow the Petitioner to keep one Livestock Supervisor at the farm as provided under Clause 3.11 of the Agreement. The Respondent shall not obstruct or prevent the supervisor from carrying out the duties provided under the Agreement;

The supervisor shall follow the reasonable safety, hygiene, biosecurity and animal welfare requirements applicable at the farm. The supervisor shall not interfere with the other business activities of the Respondent which are not connected with the present dispute, and shall not take over the management of the farm. The question whether the Agreement required the supervisor to remain present at the farm throughout the day and night is kept open.

(d) Until further orders of the Court or the arbitral tribunal, the Respondent shall not sell, supply, transfer or otherwise make available to any third party the Products or plasma produced from the goats covered by this order. The Respondent shall not disclose, transfer or use the Petitioner's immunogens, confidential protocols, standard operating procedures, technical information or other material claimed to be confidential, except to the extent required for preserving and caring for the herd in accordance with the

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Agreement and this order;

This direction shall not prevent the Respondent from continuing its other business activities which do not involve the goats, plasma, Products or confidential material covered by this order.

(e) The Respondent shall preserve the plasma which, according to the Petitioner, consists of approximately 248 bottles, subject to verification by the Court Commissioner. The plasma shall be listed and kept under the required storage conditions. Until further orders, the Respondent shall not sell, transfer, dispose of or otherwise use the said plasma in any manner which may defeat the purpose of this order;

The Court Commissioner shall record the batch details, quantities, dates, storage conditions and present condition of the bottles, to the extent these details can be found from the available records and inspection. If any technical examination is required to find out the quality of the plasma or the safe storage period of any bottle, the Commissioner may take assistance from an independent expert.

(f) The Respondent shall preserve all relevant records concerning the goats, including their identification, health, vaccination and immunisation records, booster schedules, veterinary treatment, plasma production, test bleeds, plasma collection and storage, invoices and correspondence. The Respondent shall preserve the relevant CCTV footage and other electronic records which are still available in the

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ordinary course;

Neither party shall destroy, alter or hide any document or record relevant to the disputes raised in this Petition. Copies of the relevant records shall be made available to the Court Commissioner during the inspection.

(g) The Prothonotary and Senior Master shall nominate a Court Commissioner to inspect the farm situated at Malthan, Taluka Daund, District Pune. The Commissioner may take assistance from an independent qualified veterinary professional and such other technical person as may be required for the inspection;

As far as possible, the Commissioner shall carry out the first inspection within seven days from the date of this order. The Commissioner shall identify and count the goats and record their general condition. The Commissioner shall inspect the available immunisation and health records, identify any goats reported to have died after the Petition was filed and record the available details regarding their deaths. The Commissioner shall further inspect and prepare a list of the plasma referred to in clause (e) above.

The Commissioner shall submit a report to this Court within fourteen days from the date of the first inspection. The Commissioner shall not take over the management of the farm or decide the ownership of the goats, plasma or confidential information. The fees and reasonable expenses of the Commissioner and the veterinary professional assisting

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the Commissioner shall initially be paid by the Petitioner, subject to any final adjustment which may be directed by the arbitral tribunal.

(h) The Petitioner shall, within seven days from the date of this order, deposit a sum of Rs. 57,34,529.78 with the Prothonotary and Senior Master towards the pending invoices referred to in the rejoinder. After the corresponding invoices are verified, the amount may be released to the Respondent against those invoices;

The deposit and release of this amount shall be without prejudice to the respective claims of both parties regarding the dates on which the invoices became payable, the alleged delay in making payment, any interest claimed under the Micro, Small and Medium Enterprises Development Act, 2006, and the validity of the Termination Notice. By directing this payment, the Court is not giving any final finding on these questions.

(i) The Petitioner shall, within seven days from the date of this order, deposit a sum of Rs. 20,25,592 with the Prothonotary and Senior Master as security in relation to the proposed purchase price of the 414 goats referred to in the rejoinder. This amount shall be kept in an interest-bearing deposit until further orders of the Court or the arbitral tribunal;

Making this deposit shall not mean that the sale or transfer of the goats has been completed. It shall not be treated as a

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finding that the Petitioner owns the goats or that the Respondent is bound to sell them to the Petitioner. Any proposed transfer of the goats shall remain subject to the necessary statutory and government approvals and further orders, wherever required.

(j) The Petitioner shall bear the reasonable and actual expenses required for feed, veterinary care and medical maintenance of the goats during the period for which this interim order remains in force. The Respondent shall maintain proper accounts of these expenses and provide an item-wise monthly statement supported by the available bills, vouchers and other records;

Until the actual expenses are verified, the amount of Rs. 28,07,567 per month stated by the Respondent shall be treated as the provisional monthly maintenance amount. The Petitioner shall pay this amount against the monthly statement, subject to verification and adjustment. If any claim is made for an amount higher than this figure, the same shall be supported by the relevant records and may be placed before the arbitral tribunal for appropriate directions.

The payment of maintenance expenses shall be on account and without prejudice to the contentions of both parties regarding who is required to bear the contractual costs and liabilities. The Respondent shall continue to arrange for the actual care and maintenance of the goats at the farm, unless a different order is passed.

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(k) The Respondent shall not act upon the Termination Notice dated 24 August 2026 to the extent that such action would defeat the protective directions given in this order. This shall include preventing the access permitted under clause (c) or disposing of the goats, plasma, Products or relevant confidential material contrary to this order;

This direction is only for preserving the subject matter until the dispute is decided. It shall not be treated as a declaration that the Termination Notice is invalid or that the Supply Agreement has necessarily continued in force.

(l) The directions given in this order are interim measures for preserving the subject matter of the disputes. They shall not be treated as a final finding regarding ownership of the goats or plasma, the patentability of the immunogens, the proprietary nature of the technical information, the exclusivity obligations of the parties, the Minimum Order Commitment, the payment terms, the alleged breaches or the validity of the Termination Notice;

All questions of fact and law relating to the merits of the dispute are kept open for decision by the arbitral tribunal. The Respondent's claims regarding delayed payments, statutory interest, minimum orders and alleged financial losses are kept open. Nothing in this order shall affect the Respondent's right to pursue those claims in accordance with law.

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(m) The Petitioner shall take steps to commence the arbitral proceedings in accordance with Clause 10.2 of the Agreement and Section 9(2) of the Arbitration and Conciliation Act, 1996, within ninety days from the date of this order, unless further time is granted by the Court. Both parties shall proceed with the appointment of the sole arbitrator in accordance with the procedure provided in the Agreement and the law.;

(n) After the arbitral tribunal is constituted, either party shall be at liberty to approach the tribunal under Section 17 of the Arbitration and Conciliation Act, 1996, for continuation, modification or discharge of the interim measures granted by this Court. The present directions shall continue to remain in force until they are modified, varied or discharged by a competent court or the arbitral tribunal.

28. The Petition is partly allowed in the above terms. There shall be no order as to costs.

(AMIT BORKAR, J.)

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