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

+ ARB.P. 180/2015

NARAYAN MOBILE ACCESSORIES PVT. LTD.

..... Petitioner

Through Mr.Rohit Goel, Adv.

versus

INTEX TECHNOLOGIES INDIA LTD.

..... Respondent

Through Mr.Siddhartha Shankar Ray, Adv.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER

% **31.05.2016**

The abovementioned petition has been filed by the petitioner under Section 11 of the Arbitration and Conciliation Act, 1996.

The brief facts are that the parties entered into an Authorized Distributor Agreement on 15th June, 2011 whereby the respondent had appointed the petitioner as its distributor for selling the mobiles and other accessories of the respondent.

As per the terms and conditions of the aforesaid agreement, the defendant was liable to replace the goods and also to receive back the unsold goods and make the payment thereof to the petitioner.

As per the statement of the petitioner, the goods worth Rs.2,88,020/-

was lying with the Petitioner and the Respondent was required to take back goods and make the payment thereof to the Petitioner.

On 26th June, 2013 the Petitioner thereafter served a legal notice upon the Respondent calling upon the Respondent to take back the defective and unsold goods and to pay Rs.2,88,020/- with interest to the Petitioner but the Respondent failed to pay the said amount. Thereafter the Petitioner was constrained to invoke the arbitration clause 14 of the aforesaid agreement entered into between the parties for deciding the dispute arisen between the parties. The Petitioner thereafter filed the present petition before this Court for appointment of the Arbitrator for deciding the dispute between the parties.

Reply to the petition has not been filed. As the claimed amount is very meagre, the matter was referred to the Mediation Centre with the consent of the parties. However, the disputes could not be resolved. Under these circumstances, in view of the averments made in the petition and documents placed on record, the prayer made in the petition is liable to be allowed.

The matter is referred to the Delhi International Arbitration Centre ('DAC') who will appoint an Arbitrator in accordance with the provisions of the Act. The Arbitrator to adjudicate the disputes arising out of the agreement in question between the parties as mentioned in the present petition. The parties are also allowed to file their respective claims and counter-claims before the Arbitrator. Parties to appear before the Arbitrator on 8th July, 2016.

The arbitration shall take place under the aegis of DAC. The Arbitrator shall ensure the compliance of the provisions of Arbitration and

Conciliation (Amendment) Act, 2015 before commencing the arbitration. The fees of the learned Arbitrator shall be in terms of the schedule of the amended Act.

The petition is accordingly disposed of.

MAY 31, 2016/jk

MANMOHAN SINGH, J.