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

+ **ARB.P. 49/2024**

SNAP ON TOOLS PRIVATE LIMITED

..... Petitioner

Through: Ms. Kaveri Rawal & Ms. Vidhi
Lalvani, Advocates.

versus

APEX TOOLS AND EQUIPMENTS

..... Respondent

Through: None.

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+ **ARB.P. 50/2024**

SNAP ON TOOLS PRIVATE LIMITED

..... Petitioner

Through: Ms. Kaveri Rawal & Ms. Vidhi
Lalvani, Advocates.

versus

KENT ENTERPRISES

..... Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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26.02.2024

1. The present Petitions under Section 11(4) and (6) of the Arbitration and Conciliation Act, 1996 (*hereinafter referred to as the "Act, 1996"*) have been filed on behalf of the petitioner seeking appointment of a Sole Arbitrator for adjudication of disputes having arisen between the parties in respect of Authorized Reseller Agreement dated 29.06.2019 ARB.P. 49/2024 and Authorized Reseller Agreement dated 25.06.2019 ARB.P. 50/2024 entered into between the petitioner and the respondent.

2. The petitioner *vide* Legal Notice/Demand Notice dated 11.02.2022 in



respect of Authorized Reseller Agreement dated 29.06.2019 and Legal Notice/Demand Notice dated 09.02.2022 in respect of Authorized Reseller Agreement dated 25.06.2019 demanded the outstanding sum of Rs. 72,68,679/- and Rs. 24,65,183/- from the respondent. However, the respondent failed to make the payment, despite repeated requests of the petitioner.

3. The petitioner invoked the Notice of Invocation dated 03.11.2023 in terms of the Clause 16.2 of the Authorized Reseller Agreement dated 29.06.2019 and Authorized Reseller Agreement dated 25.06.2019, despite which the respondent has not come forth for payment of the outstanding amount.

4. Hence, the present petitions under Section 11(4) & (6) of the Act, 1996 has been filed on behalf of the petitioner, seeking appointment of a Sole Arbitrator.

5. Learned counsel for the petitioner submits that the respondent has been duly served with the notice and even *dasti* notice under signatures had been delivered, but the respondent has failed to appear. The affidavit of service has also been filed.

6. Present none on behalf of the respondent despite service.

7. **Submissions heard.**

8. Considering that there are disputes under the aforesaid Authorized Reseller Agreement dated 29.06.2019 and Authorized Reseller Agreement dated 25.06.2019 which contains the Clause for Resolution of Disputes through arbitration, and also that the arbitrable disputes have been raised by the petitioner, the present petition is allowed and Ms. Devika Mohan, Advocate, Mobile No.9560044698, is hereby appointed as the Arbitrator to



adjudicate the disputes between the parties.

9. The parties are at liberty to raise their respective objections before the Arbitrator.

10. The fees of the learned Arbitrator would be fixed in accordance with the IV Schedule to the Act, 1996 or as consented by the parties.

11. This is subject to the Arbitrator making necessary disclosure as under Section 12(1) of the Act, 1996 and not being ineligible under Section 12(5) of the Act, 1996.

12. Accordingly, both the petitions are disposed of.

NEENA BANSAL KRISHNA, J

FEBRUARY 26, 2024

S.Sharma