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

+ **ARB.P. 476/2024**

M/S SAMSUNG INDIA ELECTRONICS PRIVATE LIMITED

.....Petitioner

Through: Mr. Kapil Midha, Mr. Garv Singh,
Advs.

versus

**RAMESH B. M PROPRIETOR M/S SRI GURU
TELECOMMUNICATIONS**

.....Respondent

Through: Mr. Naveen Kumar, Mr. Vishnu
Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

07.10.2024

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1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of Authorized Service Centre Agreement dated 16.07.2021 and Spare Parts Agreement dated 16.07.2021.
2. The arbitration clauses are Clause 8 of the Authorized Service Centre Agreement dated 16.07.2021 and Clause 17 of the Spare Parts Agreement dated 16.07.2021 and they read as under:-

“8. Dispute Resolution

Any and all disputes, controversies or claims between the Parties arising out of or in connection with this Agreement (including its existence, validity or termination and with respect to contractual or non-contractual obligations) shall be settled amicably within



a period of forty five (45) business days after written notification from one Party to the other that a dispute or difference has arisen. In the event that amicable settlement is not reached within the said forty five (45) business days, the difference or disputes shall be finally resolved by Arbitration by a sole Arbitrator to be mutually appointed by Parties within thirty (30) days, failing which, to be referred to the Delhi International Arbitration Centre (DAC) or Indian Council of Arbitration (ICA) or any such other institute I organization, in that order, for such appointment. Arbitration shall be held at New Delhi, and conducted in the English language in accordance with the rules provided under Arbitration & Conciliation Act, 1996; provided, however, that each party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction including by way of an application for equitable relief. The arbitral award shall be final and binding on the Parties.”

“17. ARBITRATION AND JURISDICTION:

Any and all disputes, controversies or claims between the Parties arising out of or in connection with this Agreement (including its existence, validity or termination and with respect to contractual or non-contractual obligations) shall be settled amicably within a period of forty five (45) business days after written notification from one Party to the other that a dispute or difference has arisen. In the event that amicable settlement is not reached within the said period of forty five (45) business days, the difference or disputes shall be finally resolved by Arbitration by a sole Arbitrator to be mutually appointed by Parties within thirty (30) days, failing which, to be referred to the Delhi International Arbitration Centre (DAC) or Indian Council of Arbitration (ICA) or any such other institute/ organization, in that order, for such appointment. Arbitration shall be held at New Delhi, and conducted in the English language in



accordance with the rules provided under Arbitration & Conciliation Act, 1996; provided, however, that each party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction including by way of an application for equitable relief. The arbitral award shall be final and binding on the Parties."

3. The petitioner invoked arbitration *vide* Legal Notice dated 01.06.2023.

4. Mr. Kumar, learned counsel appears for the respondent and states that the respondent is ready and willing to settle the matter and the parties may be referred to Delhi High Court Mediation and Conciliation Centre.

5. In case the matter is not settled, the arbitrator may enter reference.

6. For the said reasons, the petition is allowed and the following directions are issued:-

- i) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC'). DIAC shall appoint a Sole Arbitrator from its advocates panel of arbitrators to adjudicate the disputes between the parties.
- ii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration and Conciliation Act, 1996 prior to entering into the reference.
- iv) It is made clear that all the rights and contentions of the



parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

- v) The arbitrator appointed shall not enter reference for a period of 4 months from today to enable the parties to settle their disputes.

7. The parties shall appear before Delhi High Court Mediation and Conciliation Centre on 18.10.2024.

8. Since the respondent is a resident of Bangalore, the respondent shall be entitled to appear through video conferencing mode.

9. With these directions, the petition along if pending applications, if any, is disposed of.

JASMEET SINGH, J

OCTOBER 7, 2024/NG