



\$~4

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

+ **ARB.P. 724/2024**

SNAP ON TOOLS PRIVATE LIMITEDPetitioner

Through: **Mr. Sharanya Bhatnagar, Adv.**

versus

MS R K PNEUMATIC AND EQUIPMENTRespondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

20.09.2024

%

1. This is a petition under Section 11(4) and (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole arbitrator to adjudicate the disputes between the parties.
2. The petitioner approached the respondent as an authorized reseller for the products and an Authorized Reseller Agreement dated 01.01.2019 was entered into between the Petitioner and the Respondent. Since there were disputes between the parties pertaining to some amounts which stands outstanding, the petitioner invoked arbitration *vide* legal notice dated 16.01.2024.
3. It is stated that the disputes have not been settled between the parties and there are still disputes with regards to the outstanding amount.
4. Hence the present petition.
5. The said Agreement contains an arbitration clause being Clause 16.2,



which reads as under:-

"Clause 16.2 Arbitration

16.2 Each of the Party agrees to resolve any dispute or difference arising out of or relating to or in connection with the Interpretation, breach or termination of this Agreement in terms of the (Indian) Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof The place of arbitration shall be New Delhi, India. The language of arbitration proceedings shall be English. The arbitration shall be conducted by sole Arbitrator, appointed by and at the sole discretion of the Company. The arbitration award shall be final and binding upon the Parties. The cost of arbitration shall be borne equally by the parties to the Arbitration, if not otherwise decided by the Arbitration Tribunal. "

6. Notice in the present petition was issued on 22.05.2024 and as per the affidavit of service, the respondent has been duly served on snaponrpk@yahoo.com, which is the E- Mail ID mentioned under clause 15.5 of the Reseller Agreement.

7. For the said reasons, I am of the view that the respondent has been served and despite service there is no appearance on behalf of the respondent. The petition is allowed and the following directions are issued:-

- i) Mr. Ankit Jain (Adv.) (Mob. No. 9810737362) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) 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').
- iii) The remuneration of the learned Arbitrator shall be in terms



of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.

v) 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.

vi) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

SEPTEMBER 20, 2024/NG