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

+ **ARB.P. 1285/2023**

SNAP ON TOOLS PRIVATE LIMITED Petitioner
Through: Ms. Kaveri Rawal, Ms. Vidhi
Lalvani, Advs. (M. 9873277666)
versus

BALESARA GARAGE EQUIPMENTS Respondent
Through: None.

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% 19.01.2024

1. This hearing has been done through hybrid mode.
2. Notice was issued in this matter on 6th December, 2023. As per the Registry's report, the notice which was issued by speed post, was refused by the Respondent. The report states that the Respondent "refused to accept". An affidavit of service has also been filed by the Petitioner, which shows that the notice has been sent by the Petitioner through email as also through speed post and courier. Receipts thereof have also been attached. In addition, Id. Counsel for the Petitioner submits that notice has been sent through WhatsApp as well.
3. Clearly, it appears that the Respondent is not interested in contesting this matter. Accordingly, the matter shall proceed further.
4. Ld. counsel for the Petitioner has brought to the notice of this Court that a Reseller Agreement dated 29th June, 2019 has been executed between the Petitioner and the Respondent. The Petitioner is a wholly owned subsidiary of Snap-on Global Holdings Inc., USA, which is engaged in the



business of manufacture and marketing of automotive equipments and band saw blades for industrial applications. The Respondent is also engaged in the business of regular equipment and provides services relating to marketing and distribution. On the basis of representations made by the Respondent, they were appointed as authorized reseller of the Petitioner's products in Rajasthan.

5. It is the case of the Petitioner that the Respondent was to make payment for goods supplied in terms of Clause 3.4 of the Agreement, within 30 days from the date of invoice. As per the running ledger, which was maintained, a sum of Rs.1,07,40,425/- is stated to be due as on date, recoverable from the Respondent.

6. A legal notice was issued to the Respondent on 25th November, 2021. However, there was no response. Notice invoking arbitration was sent on 6th September, 2023. However, no reply has been received. Notices issued by the Court have been refused by the Respondent. In terms of the arbitration clause 16.2 in the agreement, the matter is to be amicably resolved within a period of 30 days, failing which a Sole Arbitrator is to be appointed.

7. Accordingly, the petition is liable to be allowed. **Ms. Kavita Wadia, Advocate (9810114892)**, is appointed as the Sole Arbitrator to adjudicate the disputes between the parties arising out of the agreement dated 29th June, 2019.

8. The arbitration proceedings shall be conducted under the aegis of DIAC and as per the Rules of DIAC. The parties to appear before Id. Sole Arbitrator in DIAC on 11th March, 2024. The fee shall be payable in terms of Rules of the DIAC.



9. Petition is disposed of.
10. A copy of this order be emailed to Secretary, DIAC on email id delhiarbitrationcentre@gmail.com.

PRATHIBA M. SINGH, J.

JANUARY 19, 2024/dk/ks