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

+ **ARB.P. 730/2025 & I.A. 12956/2025**

**M/S SAMSUNG INDIA ELECTRONICS PVT.
LTD .**

.....Petitioner

Through: Mr. Siddharth Vig and Ms. Isha
Dabas, Advocates.

versus

**MR. SUMIT KUMAR ARORA SOLE PROPRIETOR M/S COLORS
UNLIMITED**

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

27.08.2025

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. As per the case set up by the Petitioner, Respondent assured the Petitioner through letter dated 14.12.2022 that all financial obligations arising out of definitive agreement signed between the parties will be fulfilled by the Respondent. On 15.07.2023, Sales and Supply Agreement was signed between the parties whereby Respondent was appointed as a non-exclusive dealer/retailer for selling products by resale to end users. On 18.08.2023, Samsung Digital Plaza Agreement was signed for certification of premises C-11/12, Om Vihar, Uttam Nagar, New Delhi as Samsung Plaza.

3. Petitioner avers that on 15.07.2023, it supplied *inter alia*



goods/services/equipment etc. such as air conditioners, refrigerators, microwaves to the Respondent totalling to a sum of Rs.7,60,619.10/- and the amount was paid by the Respondent. Subsequently, on 23.08.2023, Petitioner provided display stands, signages etc. under the Samsung Digital Plaza Agreement, but the payments were not made. Demand notice was sent on 25.10.2024 but to no avail. On 18.02.2025, Petitioner sent notice invoking arbitration to the Respondent to pay the outstanding amount or concurred to appointment of a Sole Arbitrator, but there was no response.

4. Notice was issued in this petition to the Respondent on 21.05.2025 through all permissible modes, returnable for today. As per affidavit of service filed by the Petitioner, Respondent has been served through speed post and courier, which is evident from postal vouchers and tracking reports. None appeared for the Respondent on the first call and none appears on the second call. It appears that Respondent is not interested in contesting the present petition and is accordingly set *ex parte*.

5. The Sales and Supply Agreement dated 15.07.2023 *inter alia* provides for resolution of disputes between the parties arising therefrom through arbitration. For ease of reference, arbitration clause 15 is extracted hereunder:-

“ARTICLE 15- GOVERNING LAW; JURISDICTION AND DISPUTE RESOLUTION

15.1. This Agreement (and all related non-contractual obligations and claims) shall be governed by and construed in accordance with the laws of India and the courts of New Delhi shall have the exclusive jurisdiction over all the matters relating directly or indirectly to this Agreement.

15.2 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 fifteen



(15) 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 fifteen (15) business days, the difference or disputes shall be finally resolved by arbitration by a sole arbitrator nominated mutually by the Parties. The seat and venue for arbitration shall be New Delhi, and arbitration proceedings shall be conducted in English language in accordance with rules provided under Indian Arbitration & Conciliation Act, 1996. The arbitral award shall be final and binding on the Parties.

15.3 Except to extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to arbitration, including award, shall be held in confidence.”

6. Arbitration Clause 13 in the Samsung Digital Plaza Agreement is as follows:-

"13. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION

13.1 This Agreement shall be governed by and construed in accordance with the laws of India.

13.2. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off or regarding any right, liability, act, omission or account of any of the Parties hereto arising out of or in relation to this Agreement or any matter incidental thereto shall be referred to the arbitration of the sole arbitrator to be nominated mutually by the Parties.

13.3. The award of the sole arbitrator shall be final, conclusive and binding on all the Parties to the Agreement.

13.4. The venue of the arbitration shall be at New Delhi and the arbitration proceedings shall be conducted in English language as per the Arbitration & Conciliation Act, 1996 as amended upto date.

13.5. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any matter in dispute arising from or in relation to this Agreement except for the enforcement of an arbitral award granted pursuant to this Clause.

13.6. During the period of submission of arbitration and thereafter until the granting of the award, the Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

... ”



7. In light of the arbitration clauses incorporated in the two Agreements as also the fact that notice invoking arbitration was sent by the Petitioner and has been duly served as per the tracking report filed with the petition and upon failure of the Respondent to act in terms of the invocation notice, this Court finds no impediment in appointing an Arbitrator.
8. Accordingly, Co-ordinator, DIAC is requested to take steps for appointment of the Sole Arbitrator. Arbitral proceedings will be held under the aegis of DIAC and fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.
9. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
10. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
11. Petition along with pending application is disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 27, 2025
Shivam/Ch