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

+ **ARB.P. 755/2025**

DMI FINANCE PRIVATE LIMITED

.....Petitioner

Through: Mr. Sumit Chander, Ms Mahak Dua,
Mr. Gurdeep Chauhan, Advs

versus

**SHREE SANT KRIPA APPLIANCES PRIVATE LIMITED AND
ORS**

.....Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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12.08.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of the Service Agreement dated 13.02.2023.
2. *Vide* the said Agreement, the respondents were engaged to connect the petitioner with authorized dealer stores to extend loans to the customers of products manufactured by Samsung India Electronics Private Limited. Respondent No. 2 is a Director and a signatory to the Service Agreement between the parties.
3. The Service Agreement contains an arbitration clause being Clause No. 12 which reads as under:

***“12. GOVERNING LAW, JURISDICTION AND DISPUTE
RESOLUTION***



12.1 The provisions of this Agreement shall be governed by and construed in accordance with Indian law. The rights and obligations of the Parties under, or pursuant to, this Clause 12, subject to the arbitration agreement in the Clause 12.2, shall be subject to the exclusive jurisdiction of the courts located at New Delhi;

12.2 All disputes, differences and / or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the right and liabilities of the parties under this Agreement shall be settled under the Rules of Delhi International Arbitration Centre by sole arbitrator appointed by the Centre in accordance with its Rules. The arbitration procedure shall be conducted in the English language and any award or awards shall be rendered in English.”

4. Since there were disputes between the parties, the petitioner invoked arbitration vide Legal Notice dated 28.02.2025 and thereafter, filed the present petition.
5. The respondents have been served. Despite service, there is nobody appearing on behalf of the respondents today.
6. Ms. Mehak Dua, learned counsel for the petitioner states that respondent No. 3 be deleted from the array of parties.
7. I am satisfied that there is an arbitration clause and disputes between the petitioner, respondent No. 1 and respondent No. 2 are referred to arbitration.
8. For the said reasons, the petition is allowed and the following



directions are issued:-

- vii) Mr. Sanjay Garg (Retd. District Judge) (Mob. No. 9910384695) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - viii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - ix) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - x) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - xi) 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.
 - xii) The parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 12, 2025/sp