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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(I) (COMM.) 219/2025**
RADHA KRISHAN ELECTRONICS THROUGH PARTNER,
MAYANK KUMAR GUPTA

.....Petitioner

Through: Mr. Manik Dogra, Sr. Adv with Mr.
Shubhanshu Gupta, Mr. Chaitanya, Mr. Kartik
Pant, Advs.

versus

SAMSUNG INDIA ELECTRONICS PVT. LTD.

.....Respondent

Through: Mr. Sameer Jain, Mr. Manu Kumar,
Ms. Jayashree Parihar, Mr. Abhishek Kr Garg, Mr.
Praveen Sangwan ,Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH
ORDER
30.05.2025

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1. This is a petition filed under section 9 of Arbitration and Conciliation Act, 1996 seeking interim orders restraining the respondent from blocking the petitioner's portal or rejecting the Purchase Orders placed by the petitioner under the Sales and Supply Agreement dated 22.05.2024 which contains arbitration clause being Article 14 which reads as under:

***“ARTICLE 14 - GOVERNING LAW; JURISDICTION AND
DISPUTE RESOLUTION***

***14.1 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.

14.2 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 fifteen (15) business days, the difference or disputes shall be finally resolved by arbitration by a sole arbitrator appointed 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.

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

2. Mr. Dogra, learned senior counsel for the petitioner states that the petitioner is a distributor of the respondent for the last 20 years with exemplary record and suddenly the respondent has blocked the portal for dealing in the products of the respondent.



3. He states that he has substantial inventory and purchase orders and his entire reputation is at stake.
4. Mr. Jain, learned counsel for the respondent appears on advance notice and states that the petitioner is in default of about Rs. 1.15 crores of dues to the Channel Finance Loan Facility (the same is disputed by the petitioner).
5. However, without prejudice to the above, Mr. Jain, learned counsel very fairly states that the petitioner will be provided access to the portals on purely cash and carry basis, which is acceptable to the petitioner.
6. He further states that there is no termination of the Distributorship Agreement as of today.
7. His statement is taken on record and the respondent is bound by the same.
8. In view of the above, the petition is disposed of.
9. Both the parties are at liberty to take action in accordance with law and the said Agreement.

JASMEET SINGH, J

MAY 30, 2025 / (MS)

Click here to check corrigendum, if any