



2025:DHC:10155



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1192/2025**

Date of Decision: **31.10.2025****IN THE MATTER OF:**

STATCON ELECTRONICS INDIA LIMITEDPetitioner

Through: Mr. Tanveer Singh, Adv.

versus

M/S CHAMPION SEMICONDUCTOR LLPRespondent

Through: None.

CORAM:**HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV****JUDGEMENT****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)**

The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (*the Act*), seeking appointment of an Arbitrator to adjudicate upon the disputes having arisen out of the Memorandum of Understanding dated 12.12.2020 (*the MoU*).

2. The case set up by the petitioner is that, under the MoU, the respondent undertook the responsibility to design, develop, and test an IP based Integrated Passenger Information System (*the product*) in accordance with the Research Design and Standards Organisation specifications. Under the terms of the MoU, the petitioner had agreed to pay Rs. 27,00,000/- (Rupees Twenty Seven Lakh Only) along with the applicable tax to the respondent as consideration for developing the aforesaid product.

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2025:DHC:10155



3. The petitioner claims that the respondent failed to fulfill its obligations under the MoU, to give weekly reviews regarding the development of the product to the petitioner, despite receiving the complete consideration amount. It is further alleged that the product could not be developed within the time for the petitioner to get the same approved by the Research Design and Standards Organisation, and, resultantly, the petitioner could not participate in the subsequent tender bidding process for manufacturing the product. Therefore, as per the petitioner, it has suffered significant business losses amounting to Rs.25,00,00,000/- (Rupees Twenty Five Crore Only). The petitioner seeks to recover the aforesaid losses from the respondent.

4. The petitioner has issued multiple notices invoking arbitration to the respondent on 25.11.2024, 21.01.2025, and 03.02.2025. However, the respondent is stated not to have responded to the same, leading to the filing of the present petition.

5. Clause 9 of the MoU, which provides for the resolution of disputes by way of arbitration, reads as under:

“9) Any dispute will be settled by mutual arbitration. If it fails then the court of judication will be Delhi.”

6. Learned counsel appearing for the respondent prays that all the rights and contentions of the respondents be reserved to be raised before the arbitrator.

7. In view of the aforesaid facts, Justice Gita Mittal (Retd.) (Mobile No.981000220, e-mail id: gitamittalofficial@gmail.com) is appointed as the Sole Arbitrator.

8. The arbitration would take place under the aegis of the Delhi

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International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties.

12. Let a copy of the instant order be sent to the Sole Arbitrator through electronic mode as well.

13. Accordingly, the instant petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 31, 2025/p/amg

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