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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1369/2024**
NOVATEUR ELECTRICAL AND DIGITAL SYSTEMS PVT LTD
.....Petitioner

Through: Mr. Aditya Dhar, Adv.

versus

TARIK NITINBHAI DHRUV PROPRIETOR OF NEMINATH
SALES CORPORATIONRespondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

15.10.2025

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1. This is a petition filed under Section 11 (5) & (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the petitioner is engaged in the business of manufacturing and rendering services relating to Electrical Products in the categories of Energy Distribution, Wiring Devices, Uninterrupted Power Supply Systems (UPS), Home Automation, Structured Cabling, Lighting Management Solutions, Cable Management, Rack Solutions and Industrial Application Products in India. The respondent is the proprietor of Neminath Sales Corporation, a proprietorship firm.
3. The respondent was appointed as Authorised Distributor Stockist of the petitioner for Surat, Gujarat Region *vide* Authorised Distributor Stockist Agreement dated 13.04.2022. As per the terms, the petitioner used to deliver goods to the respondent and used to raise invoices for the same. Since 2022, the respondent started failing in making payments to the petitioner against



the invoices raised by the petitioner.

4. The said Authorised Distributor Stockist Agreement contains an arbitration clause being Clause No. 20 which reads as under:

“20. ARBITRATION In the event of any disputes, differences or question which, may arise at any time hereafter between the Company and the Authorised Distributor Stockist relating to or touching the terms of this Agreement or the rights and liabilities of the parties hereto, the same shall be referred to the decision of a Sole Arbitrator to be appointed at the request of either party by the Director of the Company in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The language of Arbitration shall be in English. The venue of such Arbitration shall be at Delhi and the Courts at Delhi shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law. The Courts at New Delhi shall have exclusive jurisdiction over all matters arising out of this Agreement.”

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 24.01.2024.

6. Clause 26 of the said agreement contains the e-mail ID of the respondent as sales.neminath2@gmail.com. As per the affidavit of service, the respondent has been served at the said e-mail ID.

7. Despite service, there is nobody appearing on behalf of the respondent.

8. I am satisfied that there is a valid arbitration clause between the



parties and there are disputes which need to be adjudicated through the arbitral mechanism.

9. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Naveen Gupta (Advocate) (Mob. No.9312248478) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) 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').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) 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.
- vi) The petitioner shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

OCTOBER 15, 2025/DM