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

+ **ARB.P. 1518/2025**

RV SOLUTIONS PVT. LTD.Petitioner

Through: **Mr. Ankit Miglani, Adv.**

versus

SAEED MEHBOOB MOMINRespondent

Through: **None**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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14.11.2025

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.
2. The brief facts of the case are that the respondent approached the petitioner to act as an Authorized Service Partner for repair of mobile phones, tablets, and other equipment for Realme (India) and the parties executed an Authorized Service Centre Agreement dated 29.09.2022. It is the case of the petitioner that the respondent failed to return defective or replaced parts and defaulted in clearing outstanding dues amounting to ₹8,49,358, despite repeated requests and notices.
3. The said Agreement contains an arbitration clause which reads as



under:

“14. Dispute Resolution; Governing Law; Jurisdiction

(i) Dispute Resolution

- *If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement (whether before or after the termination or breach of this Agreement) the concerned representatives of the Parties shall promptly and in good faith negotiate with a view to an amicable resolution and settlement of the dispute.*
- *The Parties agree that they shall endeavor to settle any dispute relating to the invoice within a period of 15 (fifteen) business days from the date of receipt of the notice of dispute. If Parties fall to settle the disputed amount within the aforesaid period, the disputed amount shall be settled between the Parties in accordance with the dispute resolution procedure provided in this Agreement.*
- *In the event no amicable resolution or settlement is reached within a period of fifteen (15) days, such dispute or difference shall be referred to a sole arbitrator mutually appointed by the Parties or, upon the failure of the Parties to agree upon a sole arbitrator, within a period of ten (10) days, each Party shall appoint one arbitrator each and the two*



appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator, Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and any amendments thereof. The arbitration proceedings shall be held at New Delhi and language shall be English. The cost of arbitration shall be borne by Parties equally.

- The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings. Notwithstanding anything contained herein, the Parties shall have a right to institute legal proceedings to prevent any continuing breach of the provisions of this Agreement to seek an injunctive or any other specific relief.*

...”

4. Since there were disputes between the parties the petitioner issued a notice dated 18.01.2025 for recovery of money and also sent a notice dated 13.03.2025 for invocation of Arbitration.
5. Under Clause 17 of the Agreement, the e-mail ID of the respondent is shown as “newxperto.bhiwandi@gmail.com.”



6. As per affidavit of service, the respondent has been duly served at the aforesaid 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 arbitration mechanism.
9. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Mr. Rahul Tyagi, Advocate (Mob. No. 9810079817) 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

NOVEMBER 14, 2025/DM