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

+ **ARB.P. 1616/2025**

ORIENT ELECTRIC LIMITED

.....Petitioner

Through: Mr. Angad Singh Dugal and Ms.
Srishti Gupta, Advs.

versus

SUDHIR ELECTRICALS PRIVATE LIMITED

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.11.2025

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Since there was a holiday on 25.11.2025, the matter is taken up for hearing today.

1. This is a petition filed under Section 11(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 entered into a Supply Agreement dated 06.09.2014 with the respondent for the manufacture and supply of various LED products, including *inter alia* their components, under the brand and specifications of the petitioner.
3. The said Supply Agreement contains an arbitration clause being Article No. 14, which reads as under:-

“ARTICLE 14 (ARBITRATION)

All Disputes arising out of or in connection with this agreement or its construction or effect or as to the right, duties, obligations or



liabilities of the parties hereto or either of them under or by virtue of or in connection with this agreement or any document executed or security created pursuant hereto or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this agreement (including, without limitation, enforcement of security) whether contractual or not, shall be finally resolved by arbitration conducted exclusively At New Delhi under the provisions of Arbitration and Cancellation Act, 1996.

The arbitration shall be heard before Sole arbitrator. Such arbitrator shall be appointed by the Company. The supplier shall have no objection upon the name of the arbitrator so appointed. The arbitrator so appointed shall be entitled for his arbitration fee borne by both the parties equally.”

4. As per the terms of the Supply Agreement, the respondent was to manufacture and supply Luminaires as per the quality standards, specifications, and timelines prescribed by the petitioner. Subsequently, the petitioner raised multiple purchase orders upon the respondent and in terms of the purchase orders, the respondent supplied the Luminaires.
5. However, from June 2021 onwards, the petitioner started receiving customer complaints and service reports indicating that many Luminaires manufactured by respondent were non-functional or defective.
6. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 12.04.2025. Later, the petitioner issued another legal notice dated 14.08.2025 invoking arbitration and thereafter, filed the present petition.
7. As per the master data from Ministry of Corporate Affairs website,



the e-mail ID of the respondent is skalmaste@riteshelectricals.com.

8. As per the service report and the Affidavit of Service, the respondent has been served on the said e-mail ID as well as through speed-post.

9. However, despite service there is nobody appearing on behalf of the respondent.

10. I am satisfied that there exists valid arbitration clause and disputes between the parties which need to be adjudicated through arbitral mechanism.

11. For the said reason, the petition is allowed, with the following directions:

- i) Ms. Mehvish Khan (Advocate), (Mob. No. 9319212148 & 9419149728) 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 26, 2025/DM