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

+ **ARB.P. 1697/2025**

SNAP-ON TOOLS PRIVATE LIMITED

.....Petitioner

Through: Ms. Sharanya Bhatnagar and Ms.
Sommya Rohtagi, Advocates

versus

M/S SAI TEJA EQUIPMENT & ANR.

.....Respondents

Through: Mr. Naveen K. Sharma, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

24.11.2025

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Authorized Reseller Agreement dated 11.01.2017.

2. It is stated that the Petitioner entered into the agreement with Respondent No.1 through Respondent No.2 for the period between 01.01.2016 till 31.12.2018 for the manufacturing and marketing of automotive equipment and band-saw blades for industrial application and other activities permitted by the Government of India. It is stated that the Respondents have failed to comply with their obligations and, therefore, disputes have arisen between the parties. It is stated by the learned Counsel for the Petitioner that as on date about Rs. 59,28,991/- is due and payable by the Respondents.



3. Clause 13.12.3 of the Arbitration Clause indicates that the parties have decided to adjudicate their disputes through arbitration and the seat for arbitration shall be New Delhi, India. It is stated in the Arbitration Clause that the venue of arbitration is none other than New Delhi.

4. It is stated that despite several Demand Notices cum Notice Invoking Arbitration, the amount has yet not been paid by the Respondents. It is stated by learned Counsel for the Respondents, in their reply dated 25.07.2025 that they have never entered into any such agreement with the Petitioner and all the documents filed, are false, incorrect and fabricated. The Petitioner has, therefore, approached this Court by filing the present Petition.

5. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Mr. Mohit Paul, Adv. (Mob:9810841571) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

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

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

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

10. Needless to say, nothing in this order shall be construed as an



expression on the merits.

11. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 24, 2025

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