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

+ **ARB.P. 1901/2024**

SNAP ON TOOLS PRIVATE LIMITEDPetitioner

Through: Ms. Sharanya Bhatnagar, Advocate.

versus

MS US TOOLS AND HARDWARESRespondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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12.09.2025

1. This petition is filed on behalf of the Petitioner under Section 11(5) and (6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator.
2. As per the case of the Petitioner, parties entered into an Authorized Reseller Agreement dated 01.04.2022 effective from 01.04.2022 till 31.12.2025. In terms of Clause 3.4 of the Agreement, Respondent was liable to make payment to the Petitioner within 30 days from the date of raising the invoices and in case of delayed payment, Respondent was liable to pay interest @ 1.5% for each delayed month. Petitioner raised various invoices from time to time, including the last one on 29.07.2024 for an amount of Rs.5,66,182.88/-. Respondent made the last payment to the Petitioner only to the tune of Rs.2,232/- and thereafter no payment was made. As per Petitioner's running account ledger, a sum of Rs. 1,48,43,909.50/- is due to the Petitioner as on 29.07.2024, excluding interest. Invoking Clause 16.3 of



the Agreement, Petitioner sent notice invoking arbitration to the Respondent by Speed Post on 02.09.2024, however, there was no response.

3. Notice was issued in the present petition to the Respondent. As per affidavit of service filed by the Petitioner, Respondent has been served through electronic mode on e-mail ID taken from the various communications exchanged between the parties. Additionally, Respondent has been served through Speed Post and courier, which is evident from the tracking reports filed with the affidavit. There is no appearance on behalf of the Respondent even on the second call and the Respondent is accordingly set *ex parte*.

4. The Authorized Reseller Agreement dated 01.04.2022 contains an arbitration clause, which envisages reference of disputes between the parties arising out of the Agreement to a Sole Arbitrator for adjudication. Clause 16.3 is extracted hereunder:-

“Clause 16.3 Arbitration

“16.3 Each of the Party agrees to resolve any dispute or difference arising out of or relating to or in connection with the validity, interpretation, breach or termination of this Agreement in terms of the (Indian) Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The place of arbitration shall be New Delhi, India. The language of arbitration proceedings shall be English. The arbitration shall be conducted by Sole Arbitrator, appointed by & at the sole discretion of the Company. The arbitration award shall be final and binding upon the Parties. The cost of arbitration shall be borne equally by the parties to the Arbitration, if not decided by the Arbitration Tribunal. The Arbitral award shall be final and binding upon the Parties. The Parties agree that neither Party shall invoke Arbitration under this clause for the resolution of any dispute relating to a sum below INR 30 lacs as per the books of account of the Company.”

5. Accordingly, Mr. Ribhav Pande, Advocate (Mobile No. 9717422453) is appointed as Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of Delhi



International Arbitration Centre ('DIAC'). Fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties are left open.

8. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 12, 2025

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