



2025:DHC:1517



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

+ **ARB.P. 1995/2024**

Date of Decision: **04.03.2025**

IN THE MATTER OF:

RV SOLUTIONS PVT LTD

.....Petitioner

Through: Mr. Ankit Miglani, Adv.

versus

RANDHIR KUMAR

.....Respondent

Through: None.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The instant petition has been filed under Section 11(6) (a) and (c) of the Arbitration and Conciliation Act, 1996 [hereinafter referred as "A&C Act"].
2. Heard learned counsel appearing for the petitioner.
3. The affidavit of service dated 13.01.2025 filed by the petitioner has been placed on record.
4. It is stated that in compliance with the order dated 11.12.2024, the service of the respondent has been done through speed post, courier, and e-mail.
5. In paragraphs Nos.3 to 6, the following assertions have been made:-



“3. That copy of the notice along with complete set of the petition was sent to the address of the Respondent, i.e., Shop No-107, 1st Floor, Banderbagacha, Kushalya Estate, Near Hariniwash Complex, Dackbanglo, Patna, Bihar as mentioned in the Agreement dated 29.09.2022 through speed post, details of which are as follows:-

<i>S.no.</i>	<i>Tracking No.</i>	<i>Status</i>
1	SU001571018IN	Item Delivered (Addressee)

Copy of speed post receipts and tracking reports is annexed herewith as **Document A**.

4. That copy of the notice along with complete set of the petition was sent to the address of the Respondent as mentioned in the Agreement dated 29.09.2022, i.e., Shop No-107, 1st Floor, Banderbagacha, Kushalya Estate, Near Hariniwash Complex, Dackbanglo, Patna, Bihar through Courier (The Professional Couriers), details of which are as follows:

<i>S.no.</i>	<i>Tracking No.</i>	<i>Status</i>
1	DEL203659080	Delivered

Copy of the courier receipt is annexed herewith as **Document B**.

5. That copy of the notice along with complete set of the petition was sent to the available email addresses of the Respondent through Email on 18.12.2024. The email has been successfully delivered and has not bounced back. However, to date, no response has been received from the Respondent.

Copy of the e-mail issued to the Respondent is enclosed as **Document C**.

6. That the Petitioner has completed the service of petition papers on the Respondent in terms of the Directions issued by this Hon' ble Court.”

6. It is thus seen that the service of notice had been made on the address as mentioned in the agreement dated 29.09.2022. The speed post tracking report indicates that the items have been delivered to the address given. In addition, the courier service also reflects the delivery of the items to have been completed. Furthermore, notice through e-mail has also been made.

7. In view of the aforesaid, service on the respondents is found to have been completed.

8. The facts of the case would show that the petitioner appointed the respondent as an Authorized Service Centre for carrying out the repair and maintenance services for the Realme Mobile Phones [Client of the



petitioner].

9. On 29.09.2022, a Fresh Authorized Service Centre agreement appears to have been executed between the parties, effective from 01.10.2022.

10. The petitioner appears to have raised various invoices upon the respondent, based on the spare parts/material consumed by the respondent for carrying out the services as an Authorised Service Centre.

11. The grievance of the petitioner herein is that the invoice, as was raised since, was not cleared by the respondent. The petitioner had to issue legal notice dated 11.09.2024 seeking payment of amount of Rs.19,89,297/-. Despite the legal notice, since the amount was not paid, the petitioner then served the notice under Section 21 of the A&C Act on 29.09.2024.

12. Learned counsel appearing for the petitioner places reliance on Clause 14 of the Authorised Service Centre agreement dated 29.09.2022. The aforesaid clause 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 fail 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.*

(ii) Jurisdiction

- *Subject to the above clause, the Courts of New Delhi, shall have the exclusive jurisdiction to adjudicate upon any or all disputes arising out of or in connection with this Agreement.*

(iii) Governing Law

- *This Agreement and the rights and obligations thereunder shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.”*

13. It is thus seen that under the terms of the agreement, more specifically the aforementioned dispute resolution clause, the parties have unequivocally agreed for the resolution of the dispute by way of the appointment of an arbitrator. Thus, there is no impediment in appointing an independent Sole Arbitrator for adjudicating the disputes between the parties as prayed for, as mandated in terms of the judgments of the Supreme Court in *Perkins Eastman Architects DPC v. HSCC (India) Ltd.*,¹ *TRF Limited v. Energo Engineering Projects Ltd.*,² *Bharat Broadband Network Limited v. United Telecoms Limited.*,³ and *Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In re*⁴.

¹ (2020) 20 SCC 760

² (2017) 8 SCC 377

³ 2019 SCC OnLine SC 547

⁴ 2023 SCC OnLine SC 1666.



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14. In view of the aforesaid, the Court finds that the dispute has arisen, which requires to be adjudicated in terms of Article 14 of the agreement dated 29.09.2022. Therefore, the Court deems it appropriate to appoint Mr. Santosh Kumar 9310747175, E-mail: Santoshkrs01@gmail.com) as the Sole Arbitrator to adjudicate the dispute between the parties.

15. The Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties, requisite disclosures as required under Section 12 of the A&C Act.

16. The Sole Arbitrator shall be entitled to fee in accordance with the IVth Schedule of the A&C Act, or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

17. The parties shall share the arbitrator's fee and arbitral cost, equally.

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

19. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. All rights and contentions of the parties in this regard are reserved. Let the copy of the said order be sent to the newly appointed Arbitrator through the electronic mode as well.

20. Accordingly, the instant petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

MARCH 04, 2025/p/sp

Click here to check corrigendum, if any