



120 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-213-2022 (O&M)
Date of decision : 13.05.2025

SATTYAM COMPUTERS

...Petitioner

Versus

INGRAM MICRO INDIA LTD AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Rajan Bansal, Advocate for the petitioner.

Mr. Sudhir Kumar, Advocate (through V.C.) and
Mr. Deepam Raghav, Advocate for respondents No.1 and 2.

Mr. Kuldeep V. Singh Ahluwalia, Advocate with
Ms. Jasjot Kaur, Advocate for respondent No.3.

PANKAJ JAIN, J. (ORAL)

Challenge is to the order dated 15.12.2021 passed by District Judge, Bathinda whereby the appeal filed by the respondents under Section 37(1)(a) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the 1996 Act') stands accepted and the suit preferred by the petitioner, for recovery of Rs.99,02,419/-, has been referred for arbitration.

2. The issue relates to the interpretation of invoice.

3. The question raised is :

'Whether the terms & conditions mentioned on the back of the invoice, amount to arbitration agreement in terms of Section 7 of the 1996 Act or not?'



4. Plaintiff/petitioner filed suit for recovery of a sum of Rs.99,02,419/-. The main plea of the plaintiff which forms Para 5 of the plaint, reads as under:

“5. That on receipt of account statement from the defendants, it revealed that in the year 2010- 11, entries of invoices bearing No.7400042 dated 6.4.2010 for Rs.44,574/-, 7400366 dated 23.4.2010 for Rs.1,32,297/-, 7400376 dated 23.4.2010 for Rs.1,13,513/-, 7400444 dated 27.4.2010 for Rs.99,038/-, 7400606 dated 30.4.2014 for Rs.1,29,448/-, 7400772 dated 10.5.2010 for Rs.60,138/-, 7401201 dated 28.5.2010 for Rs.87,565/-, 7401346 dated 2.6.2010 for Rs.1,02,994/-, 7401448 dated 11.6.2014 for Rs.1,24,279/-, 7401531 dated 16.6.2010 for Rs.10,650/-, 7401567 dated 17.6.2010 for Rs.25,689/-, 7401935 dated 3.7.2010 for Rs.64,619, 7402528 dated 31.10.2010 for Rs.1,05,342/-, 7402733 dated 13.8.2010 for Rs.1,18,587/-, 7403098 dated 28.8.2010 for Rs.1,18,160/-, 7403292 dated 6.9.2010 for Rs.1,18,160/-, 7403634 dated 21.9.2010 for Rs.1,03,495/-, 7403772 dated 25.9.2010 for Rs.2,63,776/-, 7404222 dated 18.10.2010 for Rs.91,468/-, 7405008 dated 23.11.2010 for Rs.1,15,127/-, 7405009 dated 23.11.2010 for Rs.53,805/-, 7405139 dated 27.11.2010 for Rs.53,541/-, 7405947 dated 30.12.2010 for Rs.17,355/-, 7406069 dated 31.12.2010 for Rs.1,06,555/-, 7406107 dated 6.1.2011 for Rs.93,579/-, 7406247 dated 14.1.2011 for Rs.26,771/-, 7406248 dated 14.1.2011 for Rs.1,05,500/-, 7406276 dated 14.1.2011 for Rs.53,541/-, 7406435 dated 24.1.2011 for Rs.53,278/-, 7406545 dated 28.1.2011 for Rs.1,29,765/-, 7406666 dated 31.1.2011 for Rs.1,01,702/-, 7406770 dated 4.2.2011 for Rs.79,916/-, 7406915 dated 14.2.2011 for Rs.33,391/-, 7407250 dated 26.2.2011 for Rs.1,05,500/-, 7407305 dated 28.2.2011 for Rs.1,26,178/-, dated 7407318 dated 28.2.2011 for Rs.9,233/-, 7407531 dated 11.3.2011 for Rs.20,472/-, 7408064 dated 31.3.2011 for Rs.1,02,335/- (total amounting to Rs.33,01,436/-) for the year 2011-12 entries of invoices bearing



7400009 /- dated 1.4.2011 for Rs.94,918/-, 7400045 dated 2.4.2011 for Rs.20,045/-, 7400117 dated 8.4.2011 for Rs.1,05,222/-, 7400253 dated 15.4.2011 for Rs.73,534/-, 7400351 dated 29.4.2011 for Rs.1,04,972/-, 7400420 dated 21.4.2011 for Rs.1,02,071/-, 7400552 dated 28.4.2011 for Rs.5,750/-, 7400970 dated 13.5.2011 for Rs.1,25,621/-, 7401028 dated 17.5.2011 for Rs.1,09,193/-, 7401029 dated 17.5.2011 for Rs.1,958/-, 7401186 dated 23.5.2011 for Rs.1,15,990/-, 7401407 dated 28.5.2011 for Rs.1,04,725/-, 7401769 dated 14.6.2011 for Rs.74,483/-, 7401770 dated 14.6.2011 for Rs.1,21,853/-, 7402043 dated 22.6.2011 for Rs.21,109/-, 7402145 dated 25.6.2011 for Rs.67,256/-, 7402188 dated 27.6.2011 for Rs.1,12,257/-, 7402395 dated 30.6.2011 for Rs.16,097/-, 7402420 dated 30.6.2011 for Rs.1,42,847/-, 7402564 dated 8.7.2011 for Rs.54,122/-, 7402687 dated 14.7.2011 for Rs.54,860/-, 7403032 dated 27.7.2011 for Rs.1,50,054/-, 7403077 dated 29.7.2011 for Rs.1,85,680/-, 7403705 dated 25.8.2011 for Rs.1,10,775/-, 7403772 dated 26.8.2011 for Rs.1,75,580/-, 7406049 dated 21.11.2011 for Rs.82,686/-, 7406154 dated 26.11.2011 for Rs.1,51,920/-, 7406412 dated 8.12.2011 for Rs.47,475/-, 7406540 dated 15.12.011 for Rs.1,09,720/-, 7407058 dated 30.12.2011 for Rs.52,272/-, 7407480 dated 19.1.2012 for Rs.1,07,478/-, 7407692 dated 27.1.2012 for Rs.11,341/-, 7407784 dated 28.1.2012 for Rs.1,51,920/-, 7407902 dated 31.1.2012 for Rs.92,313/-, 7408175 dated 14.2.2012 for Rs.1,37,203/-, 7408538 dated 27.2.2012 for Rs.1,27,602/-, 7408681 dated 29.2.2012 for Rs.1,69,538/- (total amounting to Rs.34,82,140/-) for the year 2012-13 entries of invoices bearing No.7440029 dated 25.5.2012 for 23,965/-, 7441869 dated 29.5.2012 for Rs.71,318/-, 7442284 dated 12.6.2012 for Rs.1,43,717/-, 7443231 dated 6.7.2012 for Rs.31,492/-, 7443311 dated 11.7.2012 for Rs.28,737/-, 7443313 dated 12.7.2012 for Rs.1,13,148/-, 7443378 dated 13.7.2012 for Rs.29,013/-, 7443476 dated 17.7.2012 for Rs.74,272/-, 7443777 dated 24.7.2012 for Rs.87,038/-, 7444077 dated 30.7.2012 for Rs.40,619/-, 7444345 dated 9.8.2012 for Rs.1,18,160/-, 7444463 dated 14.8.2012 for Rs.29,001/-, 7444599 dated 20.8.2012 for



Rs.1,01,280/-, 7444638 dated 7.9.2012 for Rs.1,16,655/-, 7445694 dated 19.9.2012 for Rs.51,434/-, 7445789 dated 21.9.2012 for Rs.67,606/-, 7445873 dated 24.9.2012 for Rs.1,17,715/-, 7445904 dated 25.9.2012 for Rs.78,477/-, 7446426 dated 12.10.2012 for Rs.1,16,655/-, 7446471 dated 15.10.2012 for Rs.1,07,375/-, 7446571 dated 18.10.2012 for Rs.1,00,747/-, 7446822 dated 27.10.2012 for Rs.1,16,655/-, 7446872 dated 27.10.2012 for Rs.97,035/-, 7447379 dated 19.11.2012 for Rs.1,16,548/-, 7449055 dated 18.1.2013 for Rs.99,687/-, 7449787 dated 11.2.2013 for Rs.1,25,139/-, 7450267 dated 26.2.2013 for Rs.1,50,591/-, 7450508 dated 4.3.2013 for Rs.1,12,413/-, 7450808 dated 14.3.2013 for Rs.1,03,133/-, 7450963 dated 19.3.2013 for Rs.66,811/-, 7451438 dated 29.3.2013 for Rs.9,120/-, 7451593 dated 30.3.2013 for Rs.6,283/- (total amounting to Rs.27,40,854/-) and for the year 2013-14 i.e. for the period 1.4.2013 to 30.6.2013 entries of invoices bearing No.7460057 dated 5.4.2013 for Rs.99,687/-, 7460071 dated 8.4.2013 for Rs.54,085.50, 7460072 dated 8.4.2013 for Rs.54,085.50, 7460146 dated 10.4.2013 for Rs.98,361.38, 7460153 dated 10.4.2013 for Rs.98,361.38, 7460579 dated 25.4.2013 for Rs.79,537.50, 7460580 dated 25.4.2013 for Rs.26,910.19, 7460712 dated 27.4.2013 for Rs.53,290.13, 7460862 dated 30.4.2013 for Rs.63,630.00 and 7460879 dated 30.4.2013 for Rs.89,082.00 (total amounting to Rs.7,17,030-58) are shown to have been allegedly delivered to the plaintiffs and accordingly a total amount of Rs.1,02,40,460/- has been debited from the account of the plaintiff.”

5. In the suit, defendants filed application under Section 8 of the 1996 Act. The application stands allowed vide impugned order.

6. Ld. Counsel for the petitioner submits that the terms and conditions printed on the overleaf of the invoice do not constitute concluded arbitration agreement as contemplated under Section 7 of the 1996 Act. He



relies upon law laid down by Delhi High Court in the case of **‘IMV India Pvt. Ltd. vs. Stridewel International and Another’**, 2018(3) RAJ 141.

7. Per contra, counsels for the respondents have referred to the invoice appended along with the petition, as Annexure P-7, to submit that once on the front page of the invoice, it was specifically mentioned that the acceptance of goods and services under the invoice shall be treated as acceptance of the terms and conditions printed on the overleaf and the overleaf of the invoice specifically provided that any dispute arising out of or in connection with the transaction shall be referred to the arbitrator, it amounted to ‘concluded contract’ between the parties as required under Section 7 of the 1996 Act.

8. I have heard counsel for the parties and have carefully gone through records of the case.

9. To appreciate the rival contentions raised by the counsels for the parties, it will be apt to peruse Section 7 of the 1996 Act. The same reads as under:

“7. Arbitration agreement.—(1) In this Part, “arbitration agreement” means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(3) An arbitration agreement shall be in writing.



(4) An arbitration agreement is in writing if it is contained in—

(a) a document signed by the parties;

(b) an exchange of letters, telex, telegrams or other means of telecommunication 1 [including communication through electronic means] which provide a record of the agreement; or

(c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other.

(5) The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement if the contract is in writing and the reference is such as to make that arbitration clause part of the contract.”

10. In the case in hand, on front page of the invoice which has been stamped and signed by the petitioner/plaintiff, it has been specifically provided as under:

“Acceptance of Goods and Services under this invoice or making part or full payment against this invoice of only acknowledgment of this invoice is treated as acceptance of the Terms and Conditions printed overleaf and acceptance of Sales Terms and Conditions of Ingram Micro available at www.imonline.co.in”

11. On the overleaf, there is a specific declaration provided, which reads as under:

“Ingram Micro India Limited and the customer agree, in case of any dispute arising out of or in connection with this transaction shall be referred to a sole arbitrator appointed by Ingra Micro India Limited and his decision shall be final and binding on both the parties.



12. Counsels for the respondents submit that even on the back leaf, the signatures of the petitioner are evident. The said fact is disputed by Mr. Bansal.

13. Be that as it may, once the front page of the invoice specifically provided that acceptance of goods and services under the invoice shall amount to acceptance of the terms and conditions overleaf and the said part has been stamped and signed by the petitioner, this Court finds that no other inference can be drawn but that the invoice amounted to 'arbitration agreement' as contemplated under Section 7 of the 1996 Act.

14. Apart from the above, from the records, it is discernible that the parties earlier litigated before the criminal courts. The matter was amicably settled. On the basis of settlement, the quashing petitions were filed by the defendants which have been allowed vide detailed judgment dated 13.02.2023 passed in CRM-M No.30134 of 2016 and other connected matters.

15. Counsel for the petitioner does not dispute that even SLP filed against the same disputing the settlement, stands dismissed.

16. While holding that the invoice amounts to 'agreement' as adumbrated under Section 7 of the 1996 Act, this Court is not commenting w.r.t. validity of the arbitration agreement as it is defendant No.1, who has been granted power to appoint sole arbitrator. The same shall abide by the provisions of Section 11 of 1996 Act.



- 17. The instant revision petition is disposed off accordingly.
- 18. Pending application(s), if any, shall also stand disposed off.

May 13, 2025

(Pankaj Jain)
Judge

Dpr

Whether speaking/reasoned : Yes

Whether reportable : Yes