



ARB-529-2024

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**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

254

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Date of Decision: 02.07.2025

Shufab

...Applicant

Versus

Wipro Enterprises Private Limited

...Respondent

**CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL**

Present: - Mr. Prateek Gupta, Advocate for the applicant

Ms. Diya Sodhi, Advocate and

Ms. Karishma Sharma, Advocate for the respondents

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**JAGMOHAN BANSAL, J.** (Oral)

1. Through instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short '**1996 Act**'), the applicant is seeking appointment of an Arbitrator.
2. The respondent issued offer letters to the applicant who in turn sent purchase order. A dispute erupted between the parties. The applicant served notice upon the respondent seeking resolution of dispute through Arbitral Tribunal but to no avail.
3. Learned counsel for the respondent submits that there was offer by respondent to applicant with respect to supply of machines for manufacturing shoe. There was no arbitration clause in the said offer letter. The machines were manufactured as per purchase order placed by the applicant. Advance sale consideration was also deposited by the applicant.



The machines were supplied and the applicant pointed out defects and returned the machines. The applicant desired additions in the machines manufactured by the respondent. For the said purpose, fresh offer was sent. No agreement pursuant to fresh offer was executed between the parties, thus, arbitration agreement which is part of offer letter cannot be relied upon to make appointment of an arbitrator in terms of Section 11(6) of 1996 Act.

4. From the perusal of documents and arguments of respondent, it is evident that parties acted upon pursuant to communication between them. Machines were manufactured by the respondent and thereafter, supplied to the applicant. Machines were actually used by the applicant and thereafter returned to the respondent. This shows that parties acted upon the communications made between them. There is arbitration agreement in the communication made between the parties. In any case, this Court is of the *prima facie* opinion that there is arbitration agreement between the parties and the matter needs to be adjudicated by Arbitral Tribunal.

5. Conditions to invoke power conferred by Section 11(6) of 1996 Act stand satisfied, thus, I hereby appoint a Sole Arbitrator to adjudicate the dispute between the parties.

6. Mr. Vimal Sapra, Additional District & Sessions Judge (Retd.), residing at S-28, Uppal Southend, Sector 49, Sohna Road, Gurugram-122018, Mobile No.8813888506 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

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7. The parties at the first instance will appear before the Arbitrator on 17.07.2025 at 10.00 A.M. and thereafter, as directed by learned Arbitrator.

8. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the 1996 Act, as amended.

9. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the 1996 Act.

10. Needless to mention, parties would be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.

11. A request letter along with copy of this order be sent to Mr. Vimal Sapra.

**(JAGMOHAN BANSAL)**  
**JUDGE**

**02.07.2025***Mohit Kumar*

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No