



IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH

ARB-244-2025 (O&M)  
Date of Decision:24.12.2025

Sobek Auto India Private Limited

.....Petitioner

Versus

Wvalue Martech Private Limited

.....Respondent

**CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI**

Present:- Mr. Amrit Pal Sandhu, Advocate and  
Mr. Jatin Bansal, Advocate for the petitioner.

Ms Simran Sharma, Advocate for  
Mr. Saurabh Gautam, Advocate for the respondent.

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**JASGURPREET SINGH PURI J.(Oral)**

1. The present is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as ‘the Act’), seeking appointment of an independent Arbitral Tribunal in the present case.
2. Learned counsel for the petitioner submitted that a valid agreement was entered into between the parties vide Annexure P-2, which contains an arbitration clause i.e.Clause No. 24, providing that in the event of any dispute between the parties, a sole arbitrator will be appointed. He further submitted that since a dispute arose between the parties, the petitioner served a notice upon the respondent vide Annexure



2

P-7 dated 22.10.2024 for invoking the arbitration clause but no response was received from the respondent. Therefore, he submitted that this Hon'ble Court may appoint a sole arbitrator for adjudicating the dispute.

3           On the other hand, learned counsel appearing on behalf of the respondent submitted that there is no dispute regarding the existence of the arbitration clause or the service of notice upon the respondent. She submitted that she has sought specific instructions from the respondent to state that the respondent has no objection in case any independent and impartial sole arbitrator is appointed for adjudication of the dispute, as there exists a valid arbitration clause. However, she submitted that the claim made by the petitioner is not sustainable in light of the limited liability clause.

4.           I have heard the learned counsels for the parties.

5.           The existence of the arbitration clause and invocation thereof under Section 21 of the Act is not in dispute, nor has any such objection been raised by learned counsel appearing for the respondent. So far as the objection raised by learned counsel for the respondent with regard to non-arbitrability because of the limited liability clause is concerned, the same is not within the scope of this Court at the reference stage under Section 11 of the Act, and it can always be raised by the respondent before the Arbitrator at an appropriate stage.

6.           Since the essential conditions for appointment of an arbitrator under Section 11 are satisfied, the present petition is allowed Ms. Puneeta Sethi, Advocate, resident of Kothi No. 843, Sector 16-D, Chandigarh, Mobile Nos.9815264904 and 7973537026, Email:



puneeta\_sethi26@yahoo.com, is nominated as the Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory provisions including Section 12 of the Act.

7. Parties are directed to appear before learned Arbitrator on date, time and place to be fixed and communicated by learned Arbitrator at her convenience.

8. Fee shall be paid to learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.

9. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Act.

10. A request letter alongwith a copy of the order be sent to Ms. Puneeta Sethi, Advocate.

24.12.2025  
shweta

(JASGURPREET SINGH PURI)  
JUDGE

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