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

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**ARB-126-2026 (O&M)
Date of Decision:21.04.2026**

Delhivery Limited

.....Petitioner

Versus

Ok Play India Limited

.....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Abhijeet Singh Rawaley, Advocate for the petitioner.

Mr. Gurmohan Singh Bedi, Advocate and
Mr. Pawandeep Singh, Advocate for the respondent.

JASGURPREET SINGH PURI J.(Oral)

CM-8254-CII-2026

1. Present application has been filed on behalf of Applicant-Respondent for recalling the order dated 07.04.2026 passed by this Court, vide which respondent was proceeded against ex parte.
2. Notice in the application.
3. Mr. Abhijeet Singh Rawaley, Advocate, accepts notice on behalf of the non-applicant/petitioner and submits that for the reasons recorded in the application, he has no objection in case respondent is permitted to participate in the present proceedings.
4. In view of the above, the present application is allowed.
5. The order dated 07.04.2026 passed by this Court is hereby recalled to the limited extent that the respondent was proceeded against *ex*



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parte. The respondent is permitted to participate in the present proceedings.

Main case

6. The present is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as ‘the Act’), seeking appointment of a sole arbitrator in the present case.

7. Learned counsel for the petitioner submitted that a valid agreement (Annexure P-3) was entered into between the parties, which is in the nature of a delivery service agreement and contains an arbitration clause, i.e. Clause No. 20.1, which provides that in case any dispute arises between the parties, the matter is to be referred to arbitration and the parties have also agreed to mutually appoint a Sole Arbitrator. It also provides that the venue and seat of arbitration shall be at Gurgaon and the language of arbitration shall be English. He further submitted that since a dispute arose between the parties, the petitioner served a notice dated 17.12.2025 upon the respondent (Annexure P-13) invoking the arbitration clause. A reply was received from the respondent, however, the respondent did not accept the appointment of the proposed Arbitrator and instead proposed the name of another Arbitrator, which was not acceptable to the petitioner. Therefore, he submitted that this Hon’ble Court may appoint a Sole Arbitrator for adjudication of the dispute.

8. On the other hand, learned counsel appearing on behalf of the respondent submitted that he has sought specific instructions from the respondents to state that they have no objection in case any independent and impartial sole arbitrator is appointed for adjudication of the dispute, as there exists a valid arbitration clause.



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9. In view of the aforesaid facts and circumstances and the statement made by learned counsel for the respondent, the present petition is allowed. Mr. Vikas Chatrath, Sr. Advocate, resident of House No.174, Sector 21-A, Chandigarh, Mobile No. 9872503300 E-mail: vchatrath@gmail.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.

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

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

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

13 A request letter alongwith a copy of the order be sent to Mr. Vikas Chatrath, Sr. Advocate

21.04.2026*shweta***(JASGURPREET SINGH PURI)
JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No