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

+ CM(M) 915/2011

DEVYANI INTERNATIONAL LTD Petitioner

Through: Mr. Rishi Kapoor, Adv.

versus

SUBHAM ASSOCIATES Respondent

Through: Mr. P.S. Rana & Mr. Mukesh
Sachdeva, Advs.

CORAM:

HON'BLE MR. JUSTICE M.L. MEHTA

ORDER

% **19.09.2012**

This petition is against the order dated 18th April, 2011 whereby application under Section 8 of the Arbitration Act filed by the petitioner herein was dismissed by the ADJ. The grievance of the petitioner is that as per Clause 16 of the work order, that was executed between the parties, any dispute arising out of the contract was to be referred to the Arbitrator. It is submitted that the construction of Clause 16 and 17 by the ADJ holding that the Civil Court has jurisdiction, is erroneous. On the other hand, it is submitted by the learned counsel for the respondent that the petitioner had not made some payments of certain claims towards the work done by the respondent in pursuance of the work order and as per Clause 17, the Civil

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Court has the jurisdiction.

The Clauses 16 and 17 of the work order agreement are reproduced as under :

“16. ARBITRATION :

In case of any dispute arising of this contract, our designated Architect/Consultant for the purpose will act as arbitrator, whose decision/judgment will be final and shall be binding on both the parties.

17. JURISDICTION :

The jurisdiction for all legal matters shall be the appropriate court at Delhi.”

A plain reading of both these clauses would clearly show that in case of any dispute arising out of this contract, the same was to be referred to the arbitrator. There was no question of the Civil Court having any jurisdiction in respect of any dispute that was to arise regarding the work order agreement. The claim, if any, the respondent had was nothing, but out of the said work order agreement. The impugned order is apparently erroneous and is set aside.

Petition stands disposed of.


M.L. MEHTA, J

SEPTEMBER 19, 2012/skw