

In the High Court of Judicature at Madras

Dated : 09.10.2015

Coram :

The Hon'ble Mr.Sanjay Kishan Kaul, Chief Justice

O.P.No.825 of 2015

M/s.Nahar Business House,
Rep. by Indira Nahar.

.. Petitioner

-VS-

1.The General Manager (Sales and
Marketing), S.Kumars Nationwide Limited,
B2, 5th Floor, Marathon NextGen,
Off.G.K.Marg, Lower Parel, Mumbai.

2.The General Marketing (Finance)
S.Kumars Nationwide limited,
B2, 5th Floor, Marathon NextGen,
Off.G.K.Marg, Lower Parel, Mumbai.

.. Respondent

Petition filed under Sections 11 (4) of the Arbitration and Conciliation Act, 1996, to appoint Arbitrator as per clause of 20 Distribution Agreement to decide the payment of Rs.1,52,561.73 as on 30.10.2014 with interest till the date of realisation by the respondents to the petitioner herein.

For Petitioner : M/s.K.Parameshwari

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ORDER

The arbitration clause in question is as under:

*"In case any dispute arises between the parties out of or in connection with the agreement, the same shall be referred to the sole arbitration of an arbitrator, who may be appointed by the parties by mutual agreement. The proceedings held by the arbitrator in making the award will be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The arbitration shall be in English language. **The arbitration shall be held in Mumbai and the award of the arbitrator shall be final and binding on the parties.***

This agreement shall be subject to the exclusive jurisdiction of the Courts in Mumbai."

(emphasis supplied)

2.I am, thus, unequivocally of the view that it is the courts of Mumbai which would have jurisdiction in this matter.

3.Original petition is, thus, dismissed with liberty to move the appropriate Court of territorial jurisdiction. No costs.

(S.K.K., CJ.)
09.10.2015

sra

The Hon'ble Chief Justice

(sra)

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