

THE HON'BLE SRI JUSTICE VILAS V.AFZULPURKAR

WRIT PETITION No.39940 OF 2015

ORDER:

Heard learned counsel for the petitioner and Sri S.S. Varma, learned Standing Counsel for National Highways.

The present Writ Petition is filed seeking a *mandamus* against the proceedings of the 3rd respondent, dated 18.11.2015, Ex.P14, whereunder the petitioner was called upon to make payment against the performance bank guarantee, which is valid up to 31.12.2015. The said impugned proceedings of the 3rd respondent are questioned on various grounds. However, on examining the matter, I find that Article 47.1 of the Concession Agreement provides as under:

“47.1 Governing Law and jurisdiction.

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.”

In view of the same, any dispute or claim arising between the parties has to be adjudicated in the Courts at Delhi which is given exclusive jurisdiction and an agreement was also executed at New Delhi.

Learned counsel for the petitioner, however, states that the petitioner's registered office is located in Hyderabad and the bank guarantees were given by the bank at Hyderabad.

However, since the parties under the agreement, including the petitioner, have consented to the conferring exclusive jurisdiction on the Courts at Delhi, this Court would not have jurisdiction to entertain the present Writ Petition.

Hence, the Writ Petition is dismissed giving liberty to the petitioner to approach the appropriate Court. There shall be no order as to costs.

Miscellaneous Petitions, if any, pending in this Writ Petition shall stand closed.

VILAS V.AFZULPURKAR, J

10.12.2015

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