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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P.(I) 144/2015 & IA 7445/2015

MANVENDER BABBAR

..... Petitioner

Through: Mr. Yash Anand, Mr. Yash Singhal,
Advocates.

versus

CHOLAMANDALAM INVESTMENT AND FINANCE
COMPANY LIMITED

..... Respondent

Through: Mr. Ravinder Agarwal, Ms. Shveta
Kapoor, Advocates.

CORAM: JUSTICE S.MURALIDHAR

ORDER

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25.10.2016

IA No. 3638 of 2106

1. For the reasons stated therein, the delay in filing the rejoinder affidavit is condoned.
2. The application is allowed.

O.M.P.(I) 144/2015

3. The arbitration clause in Clause 26 of the agreement in the present case states unambiguously that the Courts of Chennai would have exclusive jurisdiction. Despite that, the Petitioner has approached this Court since in certain other matters involving the Respondent and other borrowers, the Respondent has been taking a contrary stand as regards jurisdiction.

4. Learned counsel for the Respondent states that all those cases where a contrary stand was taken have since been withdrawn by it. The consistent stand taken by the Respondent in all cases where the arbitration and jurisdiction clauses make it clear that the place of arbitration is Chennai, the Respondent is filing petitions only in the Courts at Chennai.

5. The Court's attention is drawn to the decision of the Division Bench of this Court in *Ion Exchange (India) Ltd. v. Panasonic Electric Works Co. Ltd.* 208 (2014) DLT 597 which followed the decision of the Constitution Bench of the Supreme Court in *Bharat Aluminium Co. Ltd. v. Kaiser Aluminium Technical Services* (2012) 9 SCC 552 clarified that the jurisdiction of the Courts at two places was possible to be exercised i.e. the Court which would have jurisdiction where the cause of action is located and the court where the arbitration takes place. In the present case, the parties have agreed that the arbitration will take place in Chennai. They have also agreed that the Courts in Chennai will have exclusive jurisdiction. Further a part of the cause of action has arisen in Chennai where the head office of the Respondent is located. As explained in *Swastik Gases Pvt. Ltd. v. Indian Oil Corporation Ltd.* (2013) 9 SCC 32, "where the contract specifies the jurisdiction of the courts at a particular place and such courts have jurisdiction to deal with the matter, we think that an inference may be drawn that the parties intended to exclude all other courts."

6. In that view of the matter, the Court declines to entertain the present petition. It is open to the Petitioner to seek appropriate remedies before the arbitral tribunal in Chennai.

7. The petition is disposed of. The interim order dated 15th April 2015 is vacated.

S.MURALIDHAR, J

OCTOBER 25, 2016
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