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

+ **ARB.P. 777/2016**

**SWASTIK BOOT FACTORY** ..... Petitioner  
Through: Mr B.S. Mathur, Advocate.

versus

**UNION OF INDIA** .....RESPONDENT  
Through: Mr Praveen Kumar Jain with Mr  
Naveen Kumar Jain and Ms Sheetal  
Raghuvanshi, Advocates.

**CORAM:**

**HON'BLE MR. JUSTICE VIBHU BAKHRU**

**ORDER**

% **22.12.2016**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to the contract for supply of boots.
2. At the outset, the learned counsel for the respondent submitted that this court would have no jurisdiction to entertain the present petition as in terms of the contract, the courts where the tender was accepted, would have the exclusive jurisdiction over the subject matter of disputes.
3. He referred to clause (o) of the agreement. The relevant extract of which reads as under:-

**"(o) JURISDICTION**

All questions, disputes or differences arising under, out of or in

connection with this contract shall be subject to exclusive jurisdiction of the court, within the local limits of whose jurisdiction the place from which Acceptance of Tender is issued, is situated."

4. He also referred to the schedule to the Letter of Acceptance issued by the respondent, which indicates that the arbitration proceedings are also to be held in Kolkata. He, accordingly, submitted that neither the place of arbitration was in Delhi nor was the tender accepted in National Capital territory of Delhi.

5. The learned counsel for the petitioner does not dispute that the contract in question was concluded in Kolkata and that the Courts at Kolkata would have exclusive jurisdiction over the subject matter of disputes. He, however, submits that since appointing authority was located in Delhi, this Court would have jurisdiction to appoint an arbitrator.

6. In my view, the contention advanced by the petitioner is not merited. The parties had clearly agreed that the Courts where the tender was accepted would have exclusive jurisdiction. Thus, under Section 2(1)(e) of the Act, the Courts at Kolkata alone would have the jurisdiction to entertain any application under Part I of the Arbitration and Conciliation Act, 1996. (See: **Swastik Gases P. Ltd v. Indian Oil Corporation Ltd.**: (2013) 9 SCC 32).

7. Accordingly, the present petition is dismissed with liberty to the petitioner to approach the Courts at Kolkata.

**VIBHU BAKHRU, J**

**DECEMBER 22, 2016**  
**RK**