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

+ ARB.P. 27/2016

SMART TRIP TOUR & TRAVELS (P) LTD Petitioner
Through Mr.Ramashankar, Adv. with
Mr.Shivam Garg, Adv.

versus

THE RATNAKAR BANK LTD Respondent
Through Ms.Amrita Singh, Adv.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER
% **21.04.2016**

Respondent is served. Preliminary objections are raised by the learned counsel for the respondent who submits that as per the arbitration clause, this Court has no territorial jurisdiction to entertain and try the present petition. Second objection is that the petitioner has failed to invoke the arbitration by sending the notice as per law.

As far as the first objection is concerned, clause 22 of the Arbitration Agreement reads as under:-

“22. ARBITRATION/GOVERNING LAW/ JURISDICTION:

(a) In case of any dispute or differences, breach and violation relating to the terms of the Agreement, the Parties shall first endeavor to settle such differences/disputes by friendly consultation and failing such settlement within 15 (Fifteen) days of commencement of such consultation, the same shall be resolved through arbitration, by a sole arbitrator appointed

mutually. The award of the arbitrator shall be final and binding on all the Parties. The arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enactment or there of any rules made thereof, in English language, at Mumbai.

(b) The Agreement shall be subject to the exclusive jurisdiction of the courts of Mumbai.”

In view of the judgment passed by this Court in the case of ***Tata Teleservices Limited and Anr. v. GTL Infrastructure Limited and Anr.***, O.M.P. (I) (COMM.) No.25/2015, decided on 22nd February, 2016, which is confirmed by the Division Bench of this Court, it is apparent that this Court has no territorial jurisdiction to entertain and try the present petition, as it is clearly mentioned in clause 22(b) that the agreement shall be subject to the exclusive jurisdiction of the Courts of Mumbai. There is hardly any justification given by the learned counsel for the petitioner on this aspect. Since this Court has no jurisdiction, I am not inclined to go into other objections. The present petition is accordingly disposed of, with a liberty granted to the petitioner to move an appropriate petition before the competent Court, which has the jurisdiction as per the agreement between the parties. No costs.

MANMOHAN SINGH, J.

APRIL 21, 2016/ka