

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

Arbitration Case No. 127 of 2016

Date of decision:- 10.03.2017

M/s Sidhu Auto, village Aligarh

...Petitioner

Versus

Mahinder & Mahindra Ltd. through its Director

...Respondent

CORAM: HON'BLE MR. JUSTICE S.J. VAZIFDAR, CHIEF JUSTICE

Present:- Mr. Rahul Rampal, Advocate, for the petitioner.
Mr. Manish Jain, Advocate with
Mr. Mayur Kanwar, Advocate, for the respondent.

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S.J. VAZIFDAR, C.J. (ORAL)

This is a petition under section 11 of the Arbitration & Conciliation Act, 1996 (for short 'the Act') for appointment of sole arbitrator to adjudicate the disputes and differences between the parties.

2. Clauses 32 and 33 of the agreement between the parties read as under:-

" ARBITRATION

The parties hereto ascribe to the principle that the expeditious and equitable settlement of disputes arising under this agreement is to their mutual advantage and in their best interest. To this end, they therefore, agree to use their best efforts to resolve all differences of opinion and to settle all disputes arising in connection with this Agreement through co-operation and consultation.

However, in case any dispute cannot be settled amicably within a period of thirty (30) days of a written notice being served by either Party on the other, then such dispute shall be finally settled by a sole arbitrator appointed by the Company, in

accordance with the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall take place in Mumbai. The award passed by the Arbitrator shall be a reasoned award and be final and binding on the parties. The arbitration proceedings shall be conducted and the award shall be stated in English language.

During the pendency of the arbitration proceedings, the Parties shall continue to perform their respective obligations under this Agreement, if possible.

33. JURISDICTION

This agreement has been signed in Mumbai and any legal proceedings arising out of this Agreement or relation thereto or in any manner connected with the dealership granted under this Agreement, shall be instituted in Mumbai Courts only to the exclusion of other Courts."

3. A conjoint reading of the two clauses makes it clear that all proceedings are to be filed in Mumbai Courts only. In view of clause 33 all the legal proceedings arising out of the agreement or relating thereto or in any manner connected therewith are also to be filed in the Mumbai Courts. This would include proceedings of every nature including applications under section 11 and all other applications under the said Act. The word 'only" further emphasizes the same.

4. The petition is, therefore, dismissed only on the ground of jurisdiction with liberty to the petitioner to file the same before the appropriate Court.

10.03.2017
ravinder

(S.J. VAZIFDAR)
CHIEF JUSTICE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No