

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

Civil Revision No.2602 of 2013

Date of Decision: 14.07.2017

Tarsem Jain and Others

. . . Appellants

Versus

Godrej Agrovat Limited and Another

. . . Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Akshay Jain, Advocate
for the appellants.

Mr. Gautam Dutt, Advocate
for the respondents.

Anil Kshetarpal, J. (Oral)

This revision petition has been filed under Article 227 of the Constitution of India, against the order dated 21.01.2013 (Annexure P-5), passed by the Additional Civil Judge (Junior Division), Sardulgarh.

The order passed by Additional Civil Judge (Junior Division), Sardulgarh is extracted as under:-

“In view of the aforementioned facts it is manifest that the dispute if any, regarding the recovery of arrears of rent is on account of unilateral termination of the lease agreement by defendant Aadhar Retailing Ltd. However, the said termination in view of the aforementioned facts is on account of certain defaults regarding construction, approvals and

CR-2602-2013

electricity supply committed by plaintiff. Therefore it can be safely concluded that the dispute if any between the parties is regarding the terms of the agreement dated 26.07.2007 executed between the plaintiff and defendant No.1. The suit of the plaintiff cannot be said to be simple suit for recovery. It cannot be said to be non relatable to the terms of the agreement and hence keeping in view the law laid down in M/S Regent Automobiles Vs. Indian Oil Corporation and Hindustan Petroleum Company Vs. M/S Pink City Midway Petroleum's supra read with clause 13 of the agreement dated 26.07.2007 this Court is not jurisdiction try to present suit and as necessary sequel the plaint is order to be returned alongwith original documents, after placing copies of the same on record."

There is no dispute between the parties that there is a lease agreement between the parties and such lease agreement contains an arbitration clause, which is extracted as under: -

"13) Arbitration:

Any dispute or difference arising out of this Agreement shall be referred to a sole Arbitrator appointed by the Lessee in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the decision of such Arbitrator shall be final and binding on both the parties. The venue of such proceedings shall be at Chandigarh."

Defendant moved an application under Section 8 of the Arbitration and Conciliation Act, 1996 for reference of the dispute to the Arbitrator. However, the Court has returned the plaint.

CR-2602-2013

In my view, the order requires to be modified to the effect that the parties are required to be referred to the arbitration. Parties to take steps for appointment of the Arbitrator in accordance with law.

Disposed of.

[ANIL KSHETARPAL]
JUDGE

14.07.2017
Sachin/sahil

Whether Speaking/reasoned	:	Yes
Whether Reportable	:	Yes