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

+ O.M.P.(I) (COMM.) 56/2016 and IA No. 11421/2016

RAJEEV JAIN & SONS (HUF) Petitioner

Through: Mr K.R. Chawla and Mr Sunil
Verma, Advocates.

versus

M/S BHASIN INFOTECH & INFRASTRUCTURE

PVT. LTD

..... Respondent

Through: Mr Ravi Krishan, Ms Bindiya
and Ms Sadhana Sharma,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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31.01.2017

1. The petitioner has filed the present petition under Section 9 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying as under:-

“It is, therefore, most respectfully prayed that this Hon'ble Court may please be kind enough to accept the petition thereby please to grant ex-parte stay order restraining the Respondent, its directors, partners, representatives etc. from selling, alienating or creating any third party interest in respect of Unit No.5 admeasuring about 10,000/- sq. ft. meant for one screen and multiplex on the first and second floor in shopping mall namely Grand Venezia Mall, Plot No. SH-3, Site-IV, Industrial Area Suraj Pur, Greater Noida, UP, and also not to transfer the said premises to anyone by way of lease deed or otherwise on the grounds stated hereinabove and Costs of the petition be also awarded.”

2. The learned counsel appearing for the respondent has opposed the present petition principally on the ground that this court does not have the jurisdiction to entertain the present petition as the property in question is situated in Greater Noida. He has relied on the decision of the Supreme Court in **Sumer Builders Private Limited v. Narendra Gorani: (2016) 2 SCC 582** in support of his contention.

3. The disputes between the parties *inter alia* have arisen in connection with the Allotment Letter dated 12.02.2010. The said agreement includes an arbitration clause, which reads as under:-

"45(b) All or any disputes arising out of or touching upon or in relation to the terms of this provisional Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitrator shall be appointed by the Company. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi. The Courts at Delhi alone shall have jurisdiction in all matters arising out of/ touching and/ or in connection to this letter."

4. It is apparent from the above that the parties had agreed that the Courts at Delhi would have the exclusive jurisdiction in all matters. The place of arbitration is also within the territorial jurisdiction of this Court. The Allotment Letter is also addressed to the petitioner at Delhi. In addition, the Corporate Office of the respondent is also at New Delhi and all receipts

issued by the respondent bear the aforesaid address of Connaught Circus, New Delhi.

5. In view of the above and in the light of the decision of the Supreme Court in **Bharat Aluminium Company v. Kaiser Aluminium Technical Services Inc.**: 2012 (9) SCC 552, as followed by a Division Bench of this Court in **Ion Exchange (India) Ltd.v. Panasonic Electric Works Co. Ltd.**: 208(2014) DLT 597 (DB), the contention that this court would not have the jurisdiction to entertain the petition is bereft of any merit.

6. The learned counsel for the respondent has further submitted that the property in question was leased out to M/s Cinepolis India Pvt. Ltd. on 11.12.2014 and, therefore, the relief as sought for by the petitioner cannot be granted. The learned counsel for the respondent further states that the property in question has also been further allotted to another entity. However, it is seen that the said fact was not pleaded by the respondent in its reply. The learned counsel for the petitioner also disputes the above assertion.

7. In the aforesaid circumstances, the respondent is directed to maintain *status quo* as to the property in question till the resolution of the disputes or till such further orders as may be passed by the Arbitral Tribunal.

8. The learned counsel for the petitioner states that the petitioner has already taken steps for appointment of an arbitrator and has filed an application under Section 11 of the Act.

9. It is clarified that the present order shall be subject to any further

orders that may be passed by the Arbitral Tribunal. All contentions of the parties are reserved. Nothing stated herein shall be construed as an expression of opinion as to the merits of the disputes.

10. The petition and the pending application are disposed of.

JANUARY 31, 2017
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VIBHU BAKHRU, J