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

+ **ARB.P. 776/2016**

SUNMARG AUTOMOTIVE PVT. LTD. Petitioner

Through: **Mr. Sanjeev Anand and Mr. Akshay
Kapoor, Advocates.**

versus

GOSHI INDIA AUTO PARTS PVT LTD. Respondent

Through: **Mr. Rajat Navet and Mr. Rohan
Yadav, Advocates.**

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% 11.01.2017

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that the Arbitral Tribunal, which has already been constituted for adjudicating the disputes between the sister concern of the petitioner, namely, M/s Meticulous Automotive Stamping Pvt. Ltd. (hereafter 'Meticulous') and the respondent be also constituted to adjudicate the disputes between the petitioner and the respondent.

2. Mr Anand, the learned counsel for the petitioner has referred to the legal notice dated 12.05.2014 sent, *inter alia*, on behalf of the respondent wherein the respondent had articulated the disputes between the parties, which included the disputes between the respondent and Meticulous. He stated that the disputes between Meticulous and the respondent and the disputes between the petitioner and respondent are interlinked and,

therefore, the same Tribunal ought to be constituted to adjudicate the disputes between the parties.

3. The learned counsel for the respondent has opposed the present petition solely on the ground that this Court does not have the jurisdiction to entertain this petition. He referred to the Purchase Agreement dated 02.05.2014 and drew the attention of this Court to the arbitration clause. He submitted that, in terms of the Arbitration clause, the parties had agreed that the Court at Rewari would have the exclusive jurisdiction in all matters arising out of the agreement in question.

4. I have heard the counsel for the parties.

5. At the outset, it is necessary to refer to the arbitration clause, which is set out below:-

“12. ARBITRATION

All disputes or difference that may arise between the parties either under this agreement or with respects to interpretation of any of the terms, clauses or obligations of the parties hereto, shall be referred to sole arbitrator. The mutual agreed sole arbitrators for this purpose will be appoint one from each side to solve the arise problem. In case the arbitrators fails to solve the dispute, either party may move to Rewari Jurisdiction only for appointment of an arbitrator. The venue for arbitration and conciliation Act, 1996. The decision of the arbitrator shall be final and binding both the parties. Local Court in Rewari shall have exclusive jurisdiction in respect of all matters arising out of this agreement.”

6. It is clear from the arbitration clause that the parties had agreed to move “*Rewari jurisdiction only for appointment of an Arbitrator*”. The expression “Rewari Jurisdiction” does not limit the recourse of parties to courts at Rewari but would also extend to the court exercising territorial

jurisdiction in relation to District Rewari; which, in this case would be the Punjab and Haryana High Court.

7. Accordingly, the petition is dismissed with liberty to the petitioner to approach the Punjab and Haryana High Court. Needless to mention that it would be open for the petitioner to request that the Arbitral Tribunal, which has already been constituted, may also be constituted for deciding the disputes between the parties. Obviously, all contentions of both the parties are open.

VIBHU BAKHRU, J

JANUARY 11, 2017
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