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

+ **O.M.P.(I) (COMM.) 305/2017**

L & T FINANCE LIMITED

..... Petitioner

Through Mr. Punit K. Bhalla with Ms. Chetna
Bhalla, Ms. Kashish Narang,
Advocates with Mr. Gaurav Ahuja,
AR of the petitioner.

versus

ZILLION INFRAPROJECTS PVT.LTD & ORS. Respondents

Through Mr. Shubhanker Sharda with Mr. P.S.
Sharda and Mr. Kshitij Sharda,
Advocates for respondent No.1.
Mr. Arvind Chaudhary, Advocate for
respondent No.2.
Mr. Ashim Vachher with Mr. Pawash
Piyush and Mr. Vaibhav Dabas,
Advocates for respondent No.3.

CORAM:

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

ORDER

% **29.08.2017**

1. Learned counsel for the respondents submits that the agreements between the parties specifically stipulate exclusive jurisdiction of the Courts at Mumbai. Reference is drawn to Clause 28 of the Vendor Finance Facility Agreement dated 06.10.2015, which, *inter alia*, stipulates as under:-

“28. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects with the Indian laws and the Parties hereto agree

that any matter or issue arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts at Mumbai only.”

2. The Supreme Court by judgment dated 19.04.2017, in Civil Appeal Nos.5370-5371/2017, titled **Indus Mobile Distribution Private Ltd. vs. Datawind Innovations Private Ltd. & Ors.**, has held that an exclusive jurisdiction clause which stipulates that the Courts at Mumbai alone would have jurisdiction in respect of disputes arising under the agreement, the jurisdiction of all other Courts including the High Court of Delhi would be ousted.
3. In view of the exclusive jurisdiction clause read with the law laid down by ***Indus Mobile Distribution Private Ltd. (supra)***, the jurisdiction of this Court is ousted.
4. Accordingly, this petition is rejected.
5. The petitioner is at liberty to approach the appropriate Courts at Mumbai.
6. In view of the finding that this Court does not have the jurisdiction, the interim order dated 18.08.2017 stands vacated.
7. Order *dasti* under the signatures of the Court Master.

SANJEEV SACHDEVA, J

AUGUST 29, 2017
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