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

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Judgment delivered on: 11.09.2017

+ O.M.P.(I) (COMM.) 346/2017

PERCEPT LIVE PRIVATE LIMITED.

..... Petitioner

versus

WHITEFOX INDIA & ORS.

..... Respondents

Advocates who appeared in this case:

For the Petitioner

Mr. Sachin Datta, Sr. Adv. with Ms. Nikita Choukse and Ms. Rijnta Mohanty, Advs.

For the Respondents.

Mr. Anirudh Wadhwa, Mr. Hires Choudhary and Mr. B. R. Thali, Advs. for R-1.
Mr. Ajit Warriar and Mr. Aditya Nayyar, Advs. for R-2

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

11.09.2017

SANJEEV SACHDEVA, J. (ORAL)

I.A. 10491/2017 (Exemption)

Allowed, subject to all just exceptions.

O.M.P. (I) (COMM.) 346/2017

1. By this petition under Section 9 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the Act), the petitioner seeks an injunction against respondent no. 2 from releasing

any money lying with Respondent No.2 for the sale of tickets of the International Music Event featuring performance by Artist Justin Bieber.

2. The petition has been filed based on agreement dated 27.01.2017.

3. Learned counsel for the respondent points out to Clause 3.4 of the said agreement which reads as under:-

"3.4. Governing Law:

This Agreement is entered into in accordance with the laws of the State of California in connection with contracts to be performed in said state and shall be governed by and interpreted in accordance with those laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the commercial rules and regulations then in effect of the American Arbitration Association."

4. Cause 3.4 of the said agreement specifically stipulates that the agreement is entered into in accordance with laws of the State of California and any claim or dispute arising out of or relating to the Agreement is to be settled by arbitration in Los Angeles, California in accordance with the commercial rules and regulations then in effect of the American Arbitration Association.

5. In view of the judgement of the Supreme Court in INDUS

MOBILE DISTRIBUTION PRIVATE LIMITED VS. DATAWIND INNOVATION PRIVATE LIMITED (2017) 7 SCC 678, the jurisdiction of this court would be barred.

6. The petitioner would be obliged to take steps even under Section 9 of the Act in accordance with the provisions of the said agreement before the appropriate forum.

7. In view of the above, the petition is dismissed with liberty to the petitioner to take appropriate remedies in accordance with law before the appropriate jurisdictional forum.

8. Order *Dasti* under signatures of court master.

SEPTEMBER 11, 2017
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SANJEEV SACHDEVA, J