

THE HON'BLE THE CHIEF JUSTICE SRI THOTTATHIL B. RADHAKRISHNAN

ARBITRATION APPLICATION No. 42 OF 2012

ORDER:

This is an application seeking appointment of an Arbitrator.

2. I have heard the learned counsel for the parties.
3. The fact that there is an arbitration agreement as between the parties is not in dispute. Clause 3 of the said arbitration agreement reads as follows:

“Any dispute arising out of this agreement shall be resolved by binding arbitration by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi and language of arbitration shall be English.”

4. Though the afore-quoted clause shows that the venue of arbitration is New Delhi, such description in the arbitration agreement does not denude this Court of jurisdiction under Section 11 of the Act. The respondent has its office in Hyderabad. The nature of transaction reflected through the agreement also does not rule out at least part of the cause of action arising within the jurisdictional limits of this High Court.

5. Under such circumstances, the very venue of arbitration shall be New Delhi. The arbitrator could be appointed and requisite measures could be taken by this Court in terms of Sub-sections (5) and (6) of Section 11 of the Act.

6. Having regard to the amount involved and the question raised, I deem it appropriate that the proposal of the respondent to have the matter referred to the institution of arbitration at Delhi High Court

Arbitration Centre, Delhi can be permitted. Therefore, the matter is referred to that institution.

7. In the result , the Arbitration Application is allowed.

Miscellaneous applications, if any, pending in the Arbitration Application, shall stand closed. No order as to costs.

THOTTATHIL B. RADHAKRISHNAN, CJ

Date: 30.08.2018

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