

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH

C.R. No.5040 of 2017

Date of Decision.16.01.2018

Saravjit Singh Guglani

.....Petitioner

Vs

Shree Ram Transport Finance Co. ltd. and others

.....Respondents

CORAM:HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. G.C. Shahpuri, Advocate
for the petitioner.

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AMIT RAWAL J.(ORAL)

The petitioner-plaintiff is aggrieved of the impugned order whereby the application moved by the respondent-defendant under Section 8 of the Arbitration and Conciliation Act, 1996 by relying upon clause 15 of the Agreement dated 31.08.2014 has been allowed and the plaint has been returned giving liberty to the petitioner-plaintiff to avail the remedy under the Arbitration and Conciliation Act, 1996.

Mr. Shahpuri, learned counsel appearing on behalf of the petitioner submits that the suit filed would not fall within any of the provisions of Arbitration and Conciliation Act. In this regard, he has drawn attention of the Court to the nature of the suit, which reads as under:-

“Suit for permanent injunction restraining the defendants from taking the possession forcibly by way of their highed musclemen/employees etc. by use of force and by way of beating the plaintiff or his servant/driver by committing violence, of Truck bearing registration No.HR-58D-0922 owned and possessed by

the plaintiff from the custody of the plaintiff or his employes any way whatsoever.”

It is only the Civil Court which would have jurisdiction to grant injunction and no other court. This aspect has not been noticed by the Court and there is a violation and abdication of duty, much less, the order impugned is without jurisdiction.

I have heard learned counsel for the petitioner and appraised the paper book. Clause 15 of the Agreement *ibid* reads as under:-

“15. All matters, questions, disputes, differences and/or claims, arising out of the aforementioned agreement were during its subsistence or thereafter shall be settled by Arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.”

If at all, the petitioner had any grievance against the respondent for the relief as sought in the plaint, the Arbitration and Conciliation Act, 1996 envisaged that situation also i.e. Section 9 of the aforementioned Act as amended in 2015.

The order of returning the plaint leaving open to the petitioner-plaintiff to avail the remedy under the Arbitration and Conciliation Act, 1996, in my view, cannot said to be suffering from any illegality and perversity or without jurisdiction. No ground for interference is made out. The revision petition is dismissed.

(AMIT RAWAL)
JUDGE

January 16, 2018
Pankaj*

Whether reasoned/speaking	Yes
Whether reportable	No