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

+ O.M.P. (T) (COMM.) 40/2018

FIBERFILL INTERIORS & CONSTRUCTIONS Petitioner

Through: Mr Sanjay Sarin and Mr Tarun Rana,
Advocates.

versus

BIRLA INSTITUTE OF MANAGEMENT &
TECHNOLOGY (BIMTECH)

..... Respondent

Through: Mr Bhupendra Singh Chauhan,
Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **28.05.2018**

1. It is pointed out by the learned counsel appearing for the respondent that in terms of the arbitration clause, the Courts at Bhubaneswar would exercise exclusive jurisdiction with regard to all disputes arising out of the agreement or in any manner connected with the agreement. Clause 21 of the agreement in question is set out below:-

“21. **Jurisdiction:** All disputes arising out of this Agreement or in any way connected with this Agreement shall be deemed to have arisen in Bhubaneswar and Courts in Bhubaneswar shall have exclusive jurisdiction to determine the same.”

2. In view of the above, this Court has no jurisdiction to entertain the present petition (see *M/s Swastik Gases Pvt. Ltd. v. Indian Oil Corp. Ltd.:* (2013) 9 SCC 32). The same is, accordingly, dismissed.

3. It is clarified that all rights and contentions of the parties are reserved.

MAY 28, 2018
MK

VIBHU BAKHRU, J