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

+ **ARB.P. 865/2019**

ER. RAJAINDERR AINA@ RAJENDER JAINA Petitioner
Through **Mr. Rajesh Aggarwal, Advocate**

versus

MTNL Respondent
Through **Ms. Raashi Beri, Advocate with**
Mr. Arun Sanwal, Advocate

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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10.01.2020

On the last date of hearing, learned counsel for the respondent had sought time to take instructions in the matter. Learned counsel for the respondent has drawn the attention of the Court to the Arbitration Clause referred to at page 14 of the petition. The said clause reads as under:

"ARBITRATION CLAUSE FOR ALL CONTRACTS WITH INDIAN AND FOREIGN PARTIES (EXCEPT PSU'S AND GOVT. DEPARTMENTS).

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operations or effect of this contract of the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council for Arbitration Dispute Regulation and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996."

Learned counsel points out that the Arbitration Clause, as referred to

and relied upon for the purpose of this petition, clearly excludes the PSUs and other Government departments from the said arbitration clause. Faced with this, learned counsel for the petitioner fairly submits that the said clause would not apply to the present petition.

In view of the above, the present petition cannot be allowed. The petition is accordingly dismissed.

The petitioner is, however, at liberty to take recourse to any other remedy which may be available to him in accordance with law.

JYOTI SINGH, J

JANUARY 10, 2020

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