

Vidya Amin

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

ARBITRATION PETITION NO. 129 OF 2022

Anjuman Waseeul Taleem Educational Trust

.. Petitioner

Vs.

M/s. Thirumeni Finance Pvt. Ltd., through

Mr. Mallikarjuna G. Jalihal

.. Respondent

Mr. Gauraj Shah i/b. Neha Chhajalane for the petitioner.

Ms. Tejal Chavan for the respondent.

CORAM : G.S. KULKARNI, J.

DATE : AUGUST 10, 2022.

P.C.:

1. Mr. Shah, learned counsel for the petitioner has drawn the Court's attention to the arbitration agreement between the parties, which is contained in Clause 16 of the Loan Agreement in question, which reads thus:

"16. Arbitration

Disputes, if any, arising in the context of this agreement or in respect of any rights or obligations arising out of this Agreement shall be resolved by arbitration by a sole arbitrator appointed by the Company in accordance with the Arbitration and Conciliation Act of 1996. The place of proceedings will be Bangalore and shall be carried out in English language."

2. Also, in Clause 19 - "Governing and Jurisdiction Clause", the parties have agreed that the Courts at Bangalore would have exclusive jurisdiction. Also the impugned arbitral award was rendered at Bangalore. It is thus quite clear that the seat of arbitration itself was at Bangalore.

3. Considering the settled position in law as laid by the Supreme Court in **Brahmani River Pellets vs. Kamachi Industries Ltd.**, (2020) 5 SCC 462; **BGS SGS Soma JV vs. NHPC Ltd.**, (2020) 4 SCC 234; **Mankastu Impex Pvt. Ltd. vs. Airvisual Ltd.**, (2020) 5 SCC 399, this Court would not have jurisdiction to entertain this petition filed under Section 34 of the Arbitration and Conciliation Act, 1996. The petition is accordingly disposed of with liberty to the petitioner to file appropriate proceedings before the appropriate Court.

4. All contentions of the parties are expressly kept open.

[G.S. KULKARNI, J.]