

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3960 of 2018

=====

Bihar State Hydro Electric Power Corporation Ltd., Sone Bhawan, Birchand Patel Marg, Patna-800001 through its Chief Engineer.

... .. Petitioner/s

Versus

1. The Union Of India through the Principal Secretary, Government of India, Industry Department, New Delhi.
2. The Chairman, Micro and Small Enterprises Facilitation council Govt. of National Capital Territory of Delhi, Udyog, Sadan, 419, FIE, Patarganj, Industrial Area Delhi 110092.
3. M/s Mecamidi Hpp Energy India Pvt Ltd. B- 156, Freedom Fighter Enclave, Neb Sarai, New Delhi- 110058. Through its Managing Director.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. Mritunjay Kumar, Advocate
For the Respondent/s	:	Ms. Radhika Raman, C.G.C.
For Respondent No.3	:	None

=====

CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
and
HONOURABLE MR. JUSTICE ARUN KUMAR JHA
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE P. B. BAJANTHRI)

4 04-04-2023 In the instant petition, petitioner has prayed for the following relief(s):-

“1. That this write application is for quashing the notice dated 05-09-2017 issued by Respondent no (2) in case no F/23/M.S.E.F.C/Delhi/2017/1020 as contained in Annexure-3 and entire Arbitration proceeding started in the F/23/M.S.E.F.C/Delhi/2017 by respondent no 2 by which he has illegally used jurisdiction of National capital Territory of Delhi for Arbitration against the terms and conditions made in the Agreement between petitioner and Respondent no 3 which should be at Patna.”

In support of the petitioner’s relief, the petitioner is



relying on Para 11.2 and 36.10 of the agreement. Para 11.2 and 36.10 of the agreement read as under:-

“11.2. The contract shall be governed by the Laws of India for the time being in force and be subject to the court of competent jurisdiction at Patna.”

36.10. The proceedings, if any, in relation to the arbitration referred to above, shall be held by the arbitrator aforesaid at Patna and all legal proceeding, if any, arising out of and in connection with the said clause shall be in the course of competent jurisdiction at Patna in the State of Bihar.”

In the light of the fact that the competent jurisdiction at Patna, therefore, proceedings at Delhi is impermissible and contrary to the clauses mentioned in the agreement. Hence, petitioner has made out a *prima facie* case. Accordingly, impugned letter no. F.23/MSEFC/Delhi/2017/1020 dated 05.09.2017 stands set aside, reserving liberty to the concerned authority to invoke remedy before appropriate jurisdictional forum within a reasonable period of three months from today.

Accordingly, present writ petition stands allowed.

(P. B. Bajanthri, J)

(Arun Kumar Jha, J)

shoaib/-

U			
---	--	--	--

