

IN THE HIGH COURT OF PUNJAB AND HARYANA

AT CHANDIGARH

Arbitration Case No. 212 of 2021 (O&M)

DECIDED ON: 16th February, 2023

M/s Jyoti Sarup Mittal

.....PETITIONER

VERSUS

HSCC (India) Ltd. and another

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN.

Present: Mr. Sumit Bansal, Advocate and
Mr. Pankaj Gupta, Advocate for petitioner.

Mr. Sharad Aggarwal, Assistant Advocate General, Haryana.

AVNEESH JHINGAN, J (ORAL)

1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996 (for short, 'the Act') for appointment of an arbitrator for adjudication of disputes between the parties.
2. Learned counsel for respondents No. 1 and 2 submits that as per clause 47.1 the seat of the arbitration shall be at Delhi and the Court at Delhi would have jurisdiction.
3. Learned counsel for petitioner places reliance on clause-2 to submit that the jurisdiction would be at Chandigarh.
4. Clause 2 and 47.1 reads as under:

"2. Languages, Law & Jurisdiction

The ruling language in which the Contract and related aspects shall be drawn up shall be English only. The contract its meaning and interpretation & relationship between the parties shall be governed by Laws of India and as applicable to site of work. Notwithstanding any other Court/Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit any and all actions and proceedings arising out of or in relation to the Contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction at Chandigarh and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/ or proceeding(s) to the execution of all other Courts."

"47.1. The venue/seat of Arbitration shall be at Delhi."

5. The Supreme Court in **BGS SGS Soma JV v. NHPC Ltd. (2020)4 SCC 234** held as under:

"55. In Indus Mobile Distribution Private Limited and Ors. (supra), after clearing the air on the meaning of Section of the Arbitration Act, 1996, the Court in paragraph 19 (which has already been set out hereinabove) made it clear that the moment a seat is designated by agreement between the parties, it is akin to an exclusive jurisdiction clause, which would then vest the Courts at the "seat" with exclusive jurisdiction for purposes of regulating arbitral proceedings arising out of the agreement between the parties. "

6. From the reading of clauses, it is clear that the parties agreed that designated seat of arbitration shall be at Delhi. Reliance of counsel for petitioner on clause-2 is of no avail. Clause-2 is a general clause with regard to jurisdiction whereas on the other hand clause-47 is specific for arbitration and clause 47(1) designates the seat at Delhi. Specific clause will prevail over general clause.

7. The petition is dismissed with liberty to petitioner to approach the competent Court.

8. Since the main case has been dismissed, pending application, if any is rendered infructuous.

(AVNEESH JHINGAN)
JUDGE

16th February, 2023
reema

<i>Whether speaking/reasoned</i>	<i>Yes</i>
<i>Whether reportable</i>	<i>No</i>