

4. *Learned counsel for the respondent oppose the prayer and submits that there is no arbitration clause that dispute between the parties would be settled through arbitration.*

5. *For ready reference clause 12 is reproduced below:-*

“12. Pls confirm receipt Purchase Order and send back to us signed copy with acceptance of all terms and conditions.

Note: In the event of dispute the Jurisdiction for the arbitration will be Gurgaon (Haryana), India and matter relating to the dispute may also be referred to Forum of Consumers rights in India at the discretion of the buyer.”

6. *Note to Clause 12 is unambiguous that in case of a dispute, the jurisdiction will be at Gurgaon. It only defines the jurisdiction in case of a dispute but there is no clause in consonance with Section 7 of the Act that parties have agreed to submit to arbitration for settlement of disputes.*

7. *In view of the clear language of Clause 12 and its note, no case is made out for issuing directions for appointment of arbitrator, the petition is dismissed.*

8. *Needless to say that petitioner would be at liberty to avail remedies in accordance with law.”*

2. Disposed of in the same terms.

3. Since the main cases have been decided, the pending application(s), if any is rendered infructuous.

4. Photocopy of this order be placed on the file of the connected case(s).

(AVNEESH JHINGAN)
JUDGE

29th March, 2023
anuradha

Whether reasoned/speaking
Whether reportable

Yes/No
Yes/No