

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.45 of 2023

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M/s Champarn Tradex LLP a Limited Liability partnership firm registered under the provisions of Limited Liability Partnership Act, 2008 and having its office at Pasauna, Shankar Saraiya Road, Near Laxmi Pur, Garaiya East, District-Champaran, Bihar,-545437 through its Partner namely Mrs. Seema Mishra, W/o Shri Dileep Mishra.

... .. Petitioner/s

Versus

M/s Aegis Gas (L.P.G.) Private Limited a company incorporated under the Indian Companies Act, 1956 having its registered office at 1202, Tower-B, Peninsula Business Park, G.K. Marg, Lower Parel (west), Mumbai-400013 through its General Manager.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Shivendra Kumar Roy, Advocate
Mr.Gaurav Pratap, Advocate

For the Respondent/s : Mr.Ranjan Kumar Jha, Advocate
Mr. Subhash Kumar Jha, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT
Date : 19-04-2024

The petitioner based on an agreement has sought for an Arbitration. The petitioner had entered into an agreement produced as Annexure-3 with the respondent for retail agency. The LPG distributorship agreement was executed on 05.01.2021 between the respondent who has its head office at Mumbai and the petitioner who was to run the distributorship within the State of Bihar. The objection raised by the respondent is of no jurisdiction since the parties have agreed to conduct Arbitration in Mumbai.

2. Learned counsel for the petitioner, however, has



pointed out that the Arbitration Clause-52.1 specifically indicated that a sole arbitrator has to be appointed by the respondent and agreed to by the petitioner, the distributor. The stipulation was also that the respondent would propose either one of its competent employees or any other person as permitted by law to be appointed as Arbitrator.

3. It is only in such circumstance, considering the fact that the Head Office of the respondent was in Mumbai, Clause-52.3 was introduced. In the context of the appointment of Arbitrator by one of the parties having been rendered illegal by the present amendment to the Arbitration and Conciliation Act, the clause confining the jurisdiction to Mumbai also becomes redundant

4. Learned counsel for the respondent, however, specifically refers to the decision in *Brahmani River Pellets Limited. Vs. Kamachi Industries Ltd; (2020) 5 SCC 462* and *BGS SGS Soma JV Vs. NHPC Limited;(2020) 4 SCC 234.*

5. This Court has also in *Naushad Khan Vs. the Branch Manager, Tata Motor Finance Solutions Limited; (2023) 4 PLJR 76*, held that the confining of jurisdiction to a particular location on consent by both the parties, has to be duly respected.



6. Following the aforecited decisions, the Request Case is closed giving liberty to the petitioner to approach appropriate Court having jurisdiction.

7. The Request Case stands dismissed.

(K. Vinod Chandran, CJ)

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CAV DATE	NA
Uploading Date	
Transmission Date	NA

