



CR-4410-2022

107

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CR-4410-2022

Date of decision:-17.09.2024

Ram Avtar Yadav

...Petitioner

Versus

M/s Horizon Design Studio Pvt. Ltd. and others

...Respondents

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL**Present** : Mr.Amit Jain, Advocate
for the petitioner.Mr.Karan Pathak, Advocate
for respondent No.1.

SUVIR SEHGAL, J.(ORAL)

1. Instant revision has been filed under Article 227 of the Constitution of India assailing order dated 21.05.2022, Annexure P7, passed by the learned Additional District Judge, Gurugram.

2. Counsel for the petitioner submits that a Collaboration Agreement dated 28.08.2012 was entered into between the parties and Clause 25-A of the agreement provided for the resolution of dispute through the medium of arbitration. He submits that some disputes arose between the parties and respondent No.1 filed a petition, Annexure P1, under Section 9 of the Arbitration and Conciliation Act, 1996 (for short "the Arbitration Act") before the learned District Judge, Gurugram, which is pending. He submits that upon being served, the petitioner filed an application, Annexure P5, for impounding of the Collaboration



CR-4410-2022

107

Agreement as inadequate stamp duty had been affixed thereon. Application was contested by the respondent by filing a reply, Annexure P6, and has been rejected by the learned Additional District Judge vide order under challenge herein.

3. It has been argued by the petitioner that the learned Additional District Judge has erred in dismissing the application by holding that the original Collaboration Agreement is not required to be filed with an application under Section 9 of the Arbitration Act and therefore it is not required to be impounded.

4. Petition has been resisted by counsel for respondent No.1, who has placed reliance upon the judgment of the Supreme Court **In Re: Interplay Between Arbitration Agreements under the Arbitration and Conciliation Act 1996 and the Indian Stamp Act, 1899 (2024) 6 SCC 1.**

5. I have heard counsel for the parties and considered their respective submissions.

6. The legal issue stands settled by the Supreme Court in **In Re: Interplay** (supra) and it has been held as under:

“235. The conclusions reached in this judgment are summarised below:

235.1 Agreements which are not stamped or are inadequately stamped are inadmissible in evidence under Section 35 of the Stamp Act. Such agreements are not rendered void or void ab initio or unenforceable;

235.2 Non-stamping or inadequate stamping is a curable defect;



CR-4410-2022

107

235.3 *An objection as to stamping does not fall for determination under Sections 8 or 11 of the Arbitration Act. The concerned court must examine whether the arbitration agreement prima facie exists;*

235.4 *Any objections in relation to the stamping of the agreement fall within the ambit of the arbitral tribunal; and*

235.5 *The decision in NN **Global 2** (supra) and SMS Tea Estates (supra) are overruled. Paragraphs 22 and 29 of Garware Wall Ropes (supra) are overruled to that extent.”*

7. In view of the legal position as settled by Seven Judges Bench of the Supreme Court, this Court is of the view that there is no infirmity with the order passed by the learned Additional District Judge, Gurugram.

8. There is no merit in the petition, which is hereby dismissed.

(SUVIR SEHGAL)
JUDGE

17.09.2024
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Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No