



CR-7564-2023(O&M)
Date of decision : 09.05.2024

...Petitioner

Vs.

...Respondents

CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL

Mr. Ishant Negi, Advocate
for the respondents.

ANIL KSHETARPAL, J. (Oral)

1. In a pending suit, the defendants filed an application under Section 8 of the Arbitration and Conciliation Act, 1996 to relegate the plaintiff to the remedy of arbitration, which has been allowed by the trial Court. The correctness of such order is challenged in this revision petition.
2. The substance of dispute between the parties is with regard to the quality and purity of gold pledged by the petitioner with the respondent against the loan of Rs. 2,24,000/-.
3. Learned counsel representing the petitioner contends that Clause 23 of the agreement does not involve adjudication of purity of gold which was pledged. He submits that only disputes, differences and/or claims with regard to debt are referable to the arbitration.

4. Clause 23 of the agreement reads as under:-

“All such disputes, differences and/or claims arising out of this Debt shall, during or after its continuance, be settled by and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or the statutory provisions contained therein, and shall be settled by the Company and appointed by the Company. Mediation of a single mediator will be done.”
5. It is evident that all such disputes, differences and/or claims arising out of this debt shall, during or after its continuance are required to be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language employed by the parties in the agreement covers all such disputes relating to the debt. The pledge of gold is directly connected to the debt. Hence, this Court does not find it appropriate to interfere with the order passed by the trial Court.
6. Dismissed.

09.05.2024
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No