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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ ARB.P. 414/2024

ORIX LEASING AND FINANCIAL SERVICES

INDIA LTD

..... Petitioner

Through: Mr.Kush Gupta, Adv.

versus

ANKIT GULLIYA

..... Respondent

Through: Ms.Snigdha Singh, Mr.Kumar
Shashwat,, Ms. Yashika Chadha,
Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

09.04.2024

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I.A. 6992/2024 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

ARB.P. 414/2024

1. The present petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 for appointment of arbitrator.
2. The parties have entered into the agreement dated 08.10.2018. Article -22 of the agreement contains arbitration and jurisdiction clause which is reproduced as under;

ARTICLE-22 ARBITRATION AND JURISDICTION

22 1. In the case of any dispute or any difference between the Parties arising out of or in relation to this Agreement including dispute or difference as to the validity of this Agreement or interpretation or any of the provision of this Agreement, the same shall be resolved by mutual discussion. If the Parties fail



to settle the dispute or difference mutually within 15 days after the dispute shall have arisen then the same shall be referred to Arbitration or the sole arbitrator, appointed by the Parties by mutual agreement. If the Parties fail to agree to appoint sole Arbitrator within 45 days after the dispute shall have arisen either party shall make an application to the Chief Justice of the Bombay High Court of any other person or institution appointed by him for the appointment of the Sole Arbitrator and such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or restructured thereof for the time being in force The provisions of this Article shall survive the termination of this Agreement. Each Party shall bear its own costs: all common costs shall be shared equally by both the Parties. The Venue of the arbitration shall be Delhi. The language of arbitration shall be English.

22.2 It is agreed by and between the Parties that the Civil Courts in Delhi shall have exclusive jurisdiction for any dispute arising in regard to arbitration.”

3. Issue notice.
4. Learned counsel for the respondent has accepted the notice.
5. Learned counsel has raised an objection that in view of the article 22-1, as referred herein above, this court does not have territorial jurisdiction to entertain the present petition.
6. The bare perusal of above reproduced clause makes it clear, the application is to be made before the Chief Justice of Bombay High Court or any other person/institution appointed by him for the appointment of Sole Arbitrator. Thus there is force in the contention raised by the learned counsel for the respondent and on the face of it, this court does not have territorial jurisdiction to entertain the present petition. However, since this court does not have territorial



jurisdiction, this court have not gone into the other aspects of the petition on merit.

7. In view of the above, the present petition is dismissed.

DINESH KUMAR SHARMA, J

APRIL 9, 2024

Pallavi