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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ ARB.P. 711/2023 & I.A. 12969/2023, I.A. 12971/2023 & I.A. 5227/2024

MR. ARUN SHARMA

.....Petitioner

Through: Mr. Rana Ranjit Singh, Mr. Vipin Gogia, Mr. Vivek Kumar Singh, Mr. Ravish Singh, Ms. Akanksha Singh, Ms. Sweta Singh and Mr. Abhilash Tripathy, Advocates.

versus

M/S EMERGENT BUILDERS PRIVATE LIMITED & ANR.

.....Respondents

Through: Mr. Tejaswi Kumar Pradhan and Mr. Manoranjan Paikaray, Advocates for Respondent No.1

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

04.10.2024

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1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 has been filed by the Petitioner for appointment of a Sole Arbitrator for adjudication of disputes between the Parties arose under the Contract/Allotment Letter dated 11.09.2012. Clause 21 of the Contract/Allotment Letter dated 11.09.2012, which is an arbitration clause, reads as under:

“All or any dispute arising out of or touching upon or in relation to the terms of the Application or Buyer’s Agreement or the maintenance agreement including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration Conciliation Act of 1996 or any statutory amendments, modifications thereof for the time being in force. The



arbitration proceedings shall be held at the registered office of the seller alone in New Delhi by the Sole Arbitrator who shall the representative of the seller company. The Applicant(s) hereby confirms that he/she/they/it shall have no objection to this appointment”.

The Courts at Rajasthan shall alone have the jurisdiction in all the matters arising out of, touching and /or concerning the Buyer's particularly that of basis of favarition or discrimination based on the Appointment of arbitrator exclusively by the seller regardless of the place of execution of the Buyer's Agreement.”

2. A perusal of Clause 21 of the Contract/Allotment Letter dated 11.09.2012 shows that the venue of arbitration is in Delhi but the seat of arbitration would be at Courts in Rajasthan.
3. Confronted with this, the learned Counsel appearing for the Petitioner seeks permission to withdraw the present petition with liberty to approach Competent Court in Rajasthan by filing an appropriate application.
4. Permission and liberty, as sought for, are granted.
5. The petition is disposed of as withdrawn, along with pending application(s), if any.
6. It is made clear that the time taken between filing of the present petition and the disposal of the present petition shall be taken into account while calculating the period of limitation as and when the Petitioner approaches the Competent Court in Rajasthan.

SUBRAMONIUM PRASAD, J

OCTOBER 4, 2024

S. Zakir