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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P. (T) (COMM.) 123/2024 & I.A. 43565/2024, I.A. 43566/2024
NEOGROWTH CREDIT PRIVATE LIMITEDPetitioner

Through: Mr. Ajay Goyal with Ms. Jyoti
Sharma, Advocates.

versus

SAI SURFACE COATING TECHNOLOGIES & ORS.
.....Respondents

Through:

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.11.2024

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1. This Petition under Section 15 of the Arbitration and Conciliation Act, 1996 for appointment of a substitute Arbitrator as the Arbitrator appointed earlier cannot survive as it was a unilateral appointment.
2. Clause 14.15 of the loan agreement contains an Arbitration Clause.
The same reads as under:-

“GOVERNING LAW & JURISDICTION

"The Loan Agreement (Including these General Conditions) shall be subject to, governed by, and construed in accordance with the Applicable Law of the Republic of India. The Parties hereby agree that the courts of competent jurisdiction at such place as have been stated in the Loan Summary Schedule will have jurisdiction with regards to settling the disputes, differences, claims and question, whatsoever arising between the Parties out of the Loan Agreement (including these General Conditions). In addition, the



Lender would alternatively also be entitled to proceed against the Borrower in courts of any jurisdiction at its discretion and convenience, where the Borrower is then residing and/or employed with regards to setting the disputes, differences, claims and question; whatsoever arising between the parties out of the Loan Agreement (including these General Conditions).

Further, the Lender will have the right to invoke Arbitration as per Arbitration and Conciliation Act, 1996 as alternate mode of dispute resolution. A Sole Arbitrator shall be appointed by the Lender and the venue of arbitration proceedings shall be Mumbai or such other place shall have exclusive Jurisdictions."

3. Perusal of the Clause 14.15 of the loan agreement reveals that the venue of arbitration proceedings is Mumbai.
4. Material on record indicates that no cause of action arose in Delhi.
5. After some arguments, learned Counsel for the Petitioner seeks permission to withdraw the present Petition with liberty to file a fresh Petition in the Court of competent jurisdiction, in accordance with law.
6. Leave and liberty, as prayed for, is granted.
7. The Petition is disposed of as withdrawn along with the pending applications, if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 20, 2024

Rahul