



126

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-456-2024 (O&M)
Date of decision: 01.05.2025

JAI PARKASH AND OTHERS

..Petitioners

Versus

M/S LANDMARK APARTMENTS PVT. LTD.

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Amit Jain, Sr. Advocate
with Mr. Chetan Salathia, Advocate
for the petitioners.

Mr. Karanvir Hooda, Advocate
for respondent.

ANIL KSHETARPAL, J(Oral)

1. The defendant assails the correctness of order passed on 08.01.2024 by the trial Court while dismissing application under Section 8 of the Arbitration and Conciliation Act, 1996, on the following two grounds:-

- i. The arbitration agreement is not registered; and
- ii. As per clause 9 of supplementary agreement dated 31.01.2014, resolution of dispute through arbitration came to an end.

2. Though, the Supreme Court in recent judgment passed on 13.12.2023 in **In Re: Interplay between Arbitration Agreements under the Arbitration and Conciliation Act 1996 and the Indian Stamp Act 1889,** passed in Curative Petition (C) No.44 of 2023 in Review Petition (C) No.704 of 2021 in Civil Appeal No.1599 of 2020, **2023 SCC OnLine 1666**, the Larger Bench of the Supreme Court has held that the non-registration of agreement will not debar the Court from relegating the parties to the



arbitration, however, clause 9 of the supplementary agreement reads as under:-

“9. That the arbitration clause contained in the collaboration agreement dated 08-08-2010 hereby stands terminated.”

3. Learned Senior counsel for the petitioners submits that original agreement providing for resolution of the dispute through arbitration will not stand modified because once the parties agreed to resolve the dispute through arbitration, the jurisdiction of the Civil Court is excluded. He further submits that the supplementary agreement was executed only for extension of the period for honouring the agreement.

4. This Court has considered the submissions of learned Senior counsel for the petitioners.

5. As per Section 62 of the Indian Contract Act, 1872, the supplementary agreement would result in deletion of clause 9 (clause 27 in the original agreement). The correctness of such supplementary agreement is not disputed.

6. Hence, no ground to interfere is made out.

7. Dismissed.

8. All the pending miscellaneous applications, if any, are also disposed of.

May 01st, 2025

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**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned : *Yes/No*
Whether reportable : *Yes/No*