



**274 IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

\*\*\*\*

**ARB-434-2024**

**Date of Decision: 07.07.2025**

Artist Zone

...Applicant

Vs.

Global Music Junction Private Limited

...Respondent

**CORAM:- HON'BLE MR. JUSTICE JAGMOHAN BANSAL**

Present:- Mr. Kanishk Swaroop, Advocate  
for the applicant.

Mr. Animesh Sharma, Advocate and  
Ms. Sakshi Sharma, Advocate  
for the respondent.

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**JAGMOHAN BANSAL, J. (ORAL)**

1. The applicant through instant application under Section 11 of Arbitration and Conciliation Act, 1996 is seeking appointment of Arbitrator.

2. Mr. Animesh Sharma, Advocate has put in appearance on behalf of the respondent and filed his power of attorney. He, at the outset, submits that in the arbitration agreement, it is categorically provided that arbitration shall be conducted in Mumbai. The respondent is located at Mumbai. The agreement was signed by them in Mumbai. The services were availed through online mode and utilized in Mumbai, thus, this Court has no territorial jurisdiction especially in term of arbitration agreement.

3. Mr. Kanishk Swaroop, Advocate submits that applicant is located within jurisdiction of this Court and agreement was signed by it within jurisdiction of this Court, thus, this Court has jurisdiction to entertain instant application.

4. Clause 12.1 of the agreement adverts to arbitration. The said clause is reproduced as below:

***“12.1. Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration; the arbitration shall be conducted in Mumbai in accordance with the Arbitration and Conciliation Act, for the time being in force. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English Language. The decision of the arbitrator will be final and conclusive on the Parties and the Parties hereby waive all rights of appeal or objection in any jurisdiction. Without prejudice to either Party's right to serve process in any other manner permitted by law, either Party may effect service on the other Party of any writ, summons or other process or documents by leaving it at or sending it by ordinary post to the other Party's address stated in this Agreement. Such process shall be deemed validly served on the other Party: (i) in the case of service by leaving, immediately; and ii) in the case of service by post, seven (7) days after it was posted by such Party, and the other party shall be deemed to have adequate and sufficient notice of such process.”***

5. From the perusal of afore cited Clause, it is quite evident that parties have agreed that arbitration shall be conducted in Mumbai. The respondent is located at Mumbai and services were virtually availed and

utilized in Mumbai. This Court has no territorial jurisdiction to entertain instant application.

6. Accordingly, the instant application is dismissed.

(JAGMOHAN BANSAL)  
JUDGE

07.07.2025  
Prince Chawla

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|----------------------------|--------|
| Whether Speaking/reasoned: | Yes/No |
| Whether Reportable:        | Yes/No |