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

ARB-690-2025

Date of decision: 23.12.2025

UJJAL DIDAR SINGH GHUMMAN AND OTHERS

...Applicant(s)

VERSUS**GURMITINDER KAUR RANDHAWA AND OTHERS**

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

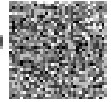
Present:- Mr. Vivek K. Thakur, Advocate and
Mr. Akshit Pathania, Advocate
for the applicants.

Mr. Japsehaj Singh, Advocate and
Ms. Vidyotma Malik, Advocate
for the respondents.

JASGURPREET SINGH PURI, J. (Oral)

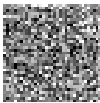
1. The present application has been filed under Section 11(4) and (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties.

2. Learned counsel for the applicants submitted that there exists a partnership deed between the parties vide Annexure P-1 and there also exists a valid arbitration clause i.e. Clause 16, which provides that if any dispute, doubt or difference arises either or before or after the expiry or termination of the said partnership, every such dispute, doubt or difference shall be referred to arbitration under the Indian Arbitration Act, 1940, as amended from time to



time. He further submitted that a dispute arose between the parties and the applicants invoked the aforesaid arbitration clause by issuing a notice dated 25.09.2025 (Annexure P-3) through registered A.D. post and although the said notice was replied to by the respondents but no Arbitrator was appointed and therefore, the present application has been filed seeking appointment of an independent Arbitrator.

3. On the other hand, learned counsel for the respondents submitted that the present application filed under Section 11 of the Act before this Court is not maintainable for want of territorial jurisdiction. He referred to the aforesaid partnership deed (Annexure P-1) and submitted that the same was executed at New Delhi and the respondents are residents of Dwarka, New Delhi. He also referred to Clause 2 of the aforesaid partnership deed, wherein it is provided that the business shall be carried on at 314, Indian Airlines Cooperative Group Housing Society Limited, Plot No.5, Sector-23, Dwarka New Delhi and the nature of the business related to the sale of plots at Noida. In this regard, he referred to the notice issued by the applicants invoking the arbitration clause vide Annexure P-3, wherein in para No.4, it has been so stated by the applicants themselves that the business pertains to the allotment of commercial plots in Noida. He submitted that in this way, no cause of action has arisen within the territorial jurisdiction of this Court since the aforesaid partnership deed was executed at New Delhi and the office in this regard was also at New Delhi and the business operations were to be conducted at Noida. He further submitted that there is no specific clause in the partnership deed, whereby the parties



agreed to confer jurisdiction upon this Court and therefore, the present application is liable to be dismissed for want of territorial jurisdiction.

4. I have heard the learned counsels for the parties.
5. There is no dispute with regard to the existence of the aforesaid arbitration clause but the learned counsel for the respondents has raised an objection with regard to the territorial jurisdiction. A perusal of the aforesaid partnership deed (Annexure P-1) and the notice issued by the applicants invoking the arbitration clause vide Annexure P-3 would show that there is no cause of action which has arisen within the territorial jurisdiction of this Court. The partnership deed was executed at New Delhi and the office for conducting the business is also at New Delhi. The subject matter of the business, which pertains to the sale of plots is situated at Noida as per the notice (Annexure P-3), which was issued by the applicants themselves. Apart from the above, there is no clause in the aforesaid partnership deed, whereby the parties have, at any stage, agreed to confer exclusive jurisdiction or to designate the seat or venue or arbitration. In the absence of such a clause, this Court is of the considered view that it does not have territorial jurisdiction to pass any order under Section 11 of the Act.
6. Consequently, the present arbitration case is dismissed for want of territorial jurisdiction.

23.12.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No