



\$~3

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

ARB.P. 587/2025 & I.A. 8604/2025

SMT ANITA CHOUDHARY

.....Petitioner

Through: Mr. ML Sharma, Adv.

versus

INDUSIND BANK LTD & ANR.

.....Respondent

Through: Mr. Puneet Bajaj, Adv., Mr. Tanvir Nayar, Adv., Mr. Yagyesh Kumar, Adv., Mr. Anany Rai, Adv., Mrs. Charu Shriyam Singh, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

10.09.2025

%

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of the Loan Agreement dated 23.06.2018.
2. The facts are that the deceased husband of the petitioner financed his commercial vehicles No. DL-1MA-0711 and No. DL-MA-9971 from respondent No. 1 via Loan Agreement dated 23.06.2018. The respondent No. 1 got issued an insurance policy from respondent No. 2 in name of the deceased husband of the petitioner to secure the loan.
3. The said Loan Agreement contains an arbitration clause being Clause No. 23, which reads as under:-

“23.0 LAW, JURISDICTION, ARBITRATION

23.1 All disputes, differences and/or claims claim arising out of touching upon this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the sole Arbitration of an Arbitrator



nominated by the Lender. The award given by such an Arbitrator shall be final and binding on all the Parties to this agreement.

23.2 Despite for the purpose of Arbitration includes defaults committed by the Borrower as per Clause 14 of this Agreement, it is a term of this agreement that in the event of such an Arbitrator to whom the matter has been originally referred resigns or dies or being unable to act for any reason, the Lender at the time of such death of the arbitrator or of his inability to act as arbitrator, shall approach another person to act as arbitrator. Such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

23.3 The seat / place/ venue of Arbitration proceedings shall be at Chennai and the language shall be in English.

23.4 The Arbitrator so appointed hereinabove, shall also be entitled to pass an Award on the hypothecated asset and also on any other securities furnished by or on behalf of the Borrower / Co-borrower.”

4. Unfortunately, on 22.11.2018, the husband of the petitioner passed away in a train accident.
5. Since, disputes arose between the parties the petitioner filed a civil suit No. 1419/2019, which was disposed of *vide* order dated 01.05.2024 by the Ld. Civil Judge-03, Shahdara, Karkardooma Court, Delhi on the ground the civil court is barred from adjudicating the said civil suit since there is an arbitration clause in existence between the parties. Hence, the present petition.
6. Mr. Sharma, learned counsel for the petitioner states that this Court has the territorial jurisdiction to entertain the present petition as both parties have their offices in Delhi and work for gain in Delhi. Further, he states that the civil suit being No. 1419/2019 was also instituted at Delhi



whereas nobody disputed the territorial jurisdiction .

7. Mr. Bajaj, learned counsel for the respondent states that a perusal of the arbitration clause being Clause No. 23 of the Loan Agreement, executed between the parties, clearly states that seat of arbitration is Chennai and hence, this Court does not have the territorial jurisdiction to entertain the present petition.
8. I have heard learned counsels for the parties.
9. The law is well settled that the Court which is granted the exclusive jurisdiction in the arbitration agreement/ clause will be deemed to be the seat of the arbitration. Most recently, in ***SNS Engineering Pvt. Ltd. v. M/S Hariom Projects Pvt. Ltd. Aand Anr., 2025:DHC:7868***, I have already taken the view that when exclusive jurisdiction is conferred upon a Court as the seat of arbitration, only such Court will have the supervisory jurisdiction over the arbitral proceedings. Additionally, the Hon'ble Supreme Court in ***M/S Activitas Management Advisor Private Limited v. Mind Plus Healthcare Private Limited, SLP (C) No. 27714/2024, vide order dated 05.08.2025***, also held that since the arbitration clause being Clause No. 10 therein, conferred exclusive jurisdiction on Mumbai High Court, the seat of arbitration would be Mumbai.
10. In the present case, the arbitration clause being Clause No. 23 of the Loan Agreement, especially Clause No. 23.3, clearly states that the seat/place/venue of the arbitration will be "Chennai". In view of the same and the settled law as discussed above, this Court does not have the territorial jurisdiction to entertain the present petition.
11. The petition is dismissed on the ground of lack of territorial jurisdiction, along with pending applications, if any, with liberty to the petitioner to



file the same before the competent Courts of law.

SEPTEMBER 10, 2025 / (MS)

JASMEET SINGH, J