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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1353/2024

M/S SHIV SHAKTI SANCHAR PVT. LTD

.....Petitioner

Through: Mr. Rahul Miglani, Mr. Sanjay
Manchanda, Adv.
Mr. Vikram Hegde, Mr. Abhinav Hansaraman,
Advs.

versus

M/S HFCL LTD AND ANR

.....Respondent

Through: Mr. KR Sasiprabhu, Mr. Aditya
Swarup, Ms. Kirti Gupta, Advs. for R1-2

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.04.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Work Order dated 10.08.2018.
2. Briefly stating the facts are that the petitioner is a vendor who executed works allotted to it by the respondent(s) and raised running bills from time to time, commencing from the year 2014. Since the respondent(s) failed to pay the amount, the petitioner invoked arbitration *vide* legal notice dated 30.05.2022.
3. Thereafter the present petition has been filed.
4. The arbitration clause is contained as clause 12.1 of the said Work



Order and the same reads as under:

“12.1 Arbitration. In the case of any dispute between the Parties with respect to the interpretation, invalidity or any alleged breach of any agreement, covenant, representation, warranty, obligation or indemnity contained in this Agreement, the Parties shall attempt in good faith, to resolve such dispute by negotiations between the respective senior management personnel of the Parties. In the event that the Parties are unable to amicably resolve such dispute within thirty (30) days, such a dispute shall be referred to and finally settled in accordance with the Arbitration and Conciliation Act, 1996 and the rules and regulations framed thereunder, as modified from time to time, by a sole arbitrator. Each Party shall mutually agree to the appointment of the sole arbitrator, and shall use reasonable good faith efforts to reach such agreement, failing which such sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 and the rules and regulations framed thereunder. The seat of arbitration shall be Mumbai. The language of the arbitration shall be English. Notwithstanding the foregoing, before the appointment of the sole arbitrator and in exceptional circumstances even thereafter, a party to the dispute may apply to any court of competent jurisdiction/Arbitrator to pursue equitable relief (including immediate, preliminary and pertinent injunctive relief) to which it may be entitled in order to preserve the status quo



pending resolution of the dispute.”

5. Further, clause 14.1 of the work order is also relevant and the same reads as under:

14.1 Governing Law and Jurisdiction. This Agreement, and all matters relating thereto, shall be governed and construed in accordance with the laws of India and subject to section 12 (Dispute Resolution) above, courts in Mumbai alone shall have exclusive jurisdiction to hear disputes between the Parties in relation to this Agreement. Both Parties hereby agree to waive any right to contest such jurisdiction.”

6. A perusal of clause 12.1 categorically shows that the seat of arbitration shall be Mumbai. In addition, clause 14.1 also indicates that the courts at Mumbai alone shall have exclusive jurisdiction to hear the disputes between the parties. In this regard, the Hon’ble Supreme Court in ***Brahmani River Pellets Limited vs Kamachi Industries Limited*** (2020) 5 SCC 462 inter alia held as under:

*“18. Where the contract specifies the jurisdiction of the court at a particular place, only such court will have the jurisdiction to deal with the matter and parties intended to exclude all other courts. In the present case, the parties have agreed that the “venue” of arbitration shall be at Bhubaneswar. Considering the agreement of the parties having Bhubaneswar as the venue of arbitration, the intention of the parties is to exclude all other courts. As held in *Swastik [Swastik Gases (P) Ltd. v. Indian Oil Corpn. Ltd., (2013) 9 SCC 32 : (2013) 4 SCC (Civ) 157]* , non-*



use of words like “exclusive jurisdiction”, “only”, “exclusive”, “alone” is not decisive and does not make any material difference.”

(Emphasis supplied)

7. For the aforesaid reason, this Court cannot entertain the present petition, as the jurisdiction to entertain the same would lie with the Courts at Mumbai.
8. Accordingly, the present petition is dismissed, with liberty granted to the petitioner to approach the competent Court at Mumbai, in accordance with Clauses 12.1 and 14.1 of the Work Order.
9. Mr. Manchanda, learned counsel for the petitioner states that the respondent may appoint an arbitrator in Mumbai in terms of the arbitration clause and the petitioner be permitted to participate through the video conferencing mode.
10. The same shall be considered by the respondent.
11. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 22, 2025 / (MS)

Click here to check corrigendum, if any