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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ ARB.P. 1221/2025

MS. NEELIMA GUPTA

.....Petitioner

Through: Mr. Nadeem Khan and Mr. Aarish
Hasan, Advocates.

versus

UNION OF INDIA & ANR.

.....Respondents

Through: Mr. Bhagwan Swarup Shukla, CGSC
with Mr. Praveen Gupta and Mr. Yash Baraliya,
Advocate.

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+ ARB.P. 1226/2025

NEELIMA GUPTA

.....Petitioner

Through: Mr. Nadeem Khan and Mr. Aarish
Hasan, Advocates.

versus

UNION OF INDIA AND ANR.

.....Respondents

Through: Mr. Bhagwan Swarup Shukla, CGSC
with Mr. Praveen Gupta and Mr. Yash Baraliya,
Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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20.08.2025

I.A. 19783/2025 (u/S 151 CPC) in ARB.P. 1221/2025

1. This application is filed on behalf of the Petitioner seeking



condonation of delay of 52 days in filing the petition.

2. For the reasons stated in the application, the same is allowed. Delay of 52 days in filing the petition stands condoned.

3. Application is disposed of.

ARB.P. 1221/2025 & ARB.P. 1226/2025

4. These petitions are filed by the Petitioner under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of Arbitrator to adjudicate the disputes between the parties emanating from Purchase Orders dated 31.01.2024 and 19.12.2023 respectively.

5. Mr. Bhagwan Swarup Shukla, learned Central Government Standing Counsel takes a preliminary objection to the maintainability of this petition on the ground that this Court lacks territorial jurisdiction to entertain the petitions. It is urged that Petitioner has not appended the correct Purchase Orders with the petitions and the Purchase Orders actually annexed do not apply to the present case. According to Mr. Shukla, it was provided in paragraph 4 of the tender that the contracts shall be governed by latest version of IRS Conditions of Contract as on closing date, conditions stipulated in Instructions to Tenderer for Electronic Tenders invited on IREPS Revision 1.20 of July, 2023 or latest as on tender closing date. As per IRS Conditions of Contract, Clause 2703, Courts of the place from where acceptance of the tender has been issued, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. In the present case, acceptance of tender was issued from Amritsar and not from Delhi.

6. It is further argued that as per Clause 2900 of IRS Conditions of Contract, which is the arbitration clause, venue of arbitration is designated as the place, from which acceptance note is issued or such other place as the



Arbitrator at his discretion may determine and therefore even the venue will be Amritsar, from where the acceptance note is issued, when Clause 2703 and Clause 2900 are conjointly read.

7. Counsel for the Petitioner, on the other hand, submits that this Court has territorial jurisdiction to entertain the petitions since the Headquarters of Northern Railways is in Delhi. Applicability of Clauses 2703 and 2900, is fairly not disputed.

8. Heard learned counsels for the parties and examined their submissions.

9. It is trite that in the arbitration regime, even if no part of cause of action has arisen in a place, as envisaged in Section 20(c) CPC, parties can mutually agree to a seat of jurisdiction and/or a neutral place or venue, which in the absence of contrary *indicia*, will be the juridical seat. It is equally settled that if no seat, place or venue is designated by the parties, jurisdiction of a referral Court will be determined by provisions of Sections 16 to 20 CPC. In the present case, applicability of Clauses 2703 and 2900 of IRS Conditions of Contract is not disputed. Clause 2703 provides '*Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract*'. Clause 2900(g), by Petitioner's own showing, provides '*the venue of arbitration shall be the place from which the acceptance note is issued or such other place as the Arbitrator at his discretion may determine*'. Conjoint reading of the two clauses i.e., one dealing with general jurisdiction and the other with arbitration, leaves no doubt that the Courts of the place from where acceptance of tender is issued, will be the Courts having jurisdiction to appoint the Arbitrator.



10. Accordingly, this Court lacks the territorial jurisdiction to entertain the present petitions and the same are dismissed with liberty to the Petitioner to take recourse to appropriate remedies before the Court having jurisdiction in the matters.

JYOTI SINGH, J

AUGUST 20, 2025
S.Sharma