



2026:DHC:1343



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

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Judgment reserved on: 04.02.2026
Judgment pronounced on: 17.02.2026

+ O.M.P.(I) (COMM.) 43/2026, I.A. 2992/2026 (Ex.) & I.A. 2993/2026 (Seeking permission to filed lengthy synopsis and list of dates)

ANSAL HOUSING LIMITEDPetitioner

Through: Mr. J. Sai Deepak, Senior Advocate along with Mr. Sonal Kumar Singh, Mr. Suarj Raj Kesherwani, Mr. Yashvardhan Singh Gohil and Mr. B. Sidhi Pramodh Rayudu, Advocates.

versus

SS INFRASTRUCTURES PVT. LTD.Respondent

Through:

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O.M.P.(I) (COMM.) 44/2026, I.A. 2994/2026 (Ex.) & I.A. 2995/2026 (Seeking permission to filed lengthy synopsis and list of dates)

ANSAL HOUSING LIMITEDPetitioner

Through: Mr. J. Sai Deepak, Senior Advocate along with Mr. Sonal Kumar Singh, Mr. Suarj Raj Kesherwani, Mr. Yashvardhan Singh Gohil and Mr. B. Sidhi Pramodh Rayudu, Advocates.

versus

KAMAL CONSULTANTS PVT. LTD.Respondent

Through:

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By: HARVINDER KAUR BHATIA
Signing Date: 19.02.2026 16:40:13
O.M.P.(I) (COMM.) 43/2026 & connected matter

Page 1 of 18



2026:DHC:1343



CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

J U D G M E N T

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Petitions, being O.M.P.(I) (COMM.) 43/2026 and O.M.P.(I)(COMM.) 44/2026, have been filed under Section 9 of the **Arbitration and Conciliation Act, 1996¹**. In both Petitions, the prayers are identically worded and, in substance, read as follows:

“a) Grant an interim injunction restraining the Respondent, from alienating, transferring, encumbering, or otherwise dealing with its respective portions of the project land, and from issuing or publishing any further public notices, statements, or communications that dilute, impair, or challenge the Petitioner’s development rights in the project;

b) Restrict and restrain the Respondent from acting upon the Termination Letters and the Public Notice, and stay the effect and operation thereof during the pendency of the present proceedings;

c) Direct the parties to maintain status quo with respect to the title, nature, character, possession, and physical condition of the project land, including any constructions or developments thereon;

d) Restrain and direct the Respondent from taking any action that would nullify, withdraw, suspend, or otherwise affect the validity, operation, or efficacy of any statutory approvals, sanctions, permissions, or clearances already obtained by the Petitioner for the development and execution of the Project and any further action that Petitioner may take of the similar manner; and

e) Pass such other or further orders as this Hon’ble Court may deem fit and proper in the facts and circumstances of the case, in the interest of justice.”

2. At the outset, in both Petitions, the Petitioner has asserted that this Court possesses the requisite territorial jurisdiction to entertain the present petitions under Section 9 of the A&C Act, in view of the

¹ A&C Act



2026:DHC:1343



arbitration agreement between the parties designating Delhi as the place of arbitration.

3. It is submitted that the designation of Delhi as the place of arbitration constitutes the juridical seat, thereby conferring supervisory jurisdiction upon the Courts at Delhi in relation to all arbitration-related proceedings.

4. Since the limited issue that arises for consideration pertains to the jurisdiction of this Court to entertain the present petitions, which have been filed by the same Petitioner and arise out of similar contracts, for the sake of convenience and consistency, reference shall be made to the particulars of *O.M.P.(I)(COMM.) 44/2026*, unless the context otherwise requires.

5. The reliefs sought in the present Petitions arise out of and are predicated upon the **Joint Development Agreement dated 14.08.2014²** and, in particular, Clause nos. 19 and 20 thereof, being the arbitration clause between the parties, which reads as under:

“19. That in the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within 15 (Fifteen) days of the said dispute of difference or within such extended period as the Parties may mutually agree in writing. However, in the event such disputes/differences cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of a Sole Arbitrator to be appointed mutually by the parties, whose decision shall be binding on all the parties. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force and

² JDA



2026:DHC:1343



the place of Arbitration shall be Delhi only. The fee of the arbitrator shall be paid equally by the parties.

20. That this Agreement is subject to jurisdiction of Courts at Meerut.”

(emphasis supplied)

6. It would be averred on behalf of the Petitioner that, in view of the arbitration clause contained in Clause 19 of the JDA, which stipulates that “the place of arbitration shall be Delhi only”, the said clause constitutes the designation of the juridical seat of arbitration.

7. It would be strenuously urged that by virtue of such designation, the arbitration clause would prevail over the subsequent general jurisdiction clause succeeding Clause 19 of the JDA, and consequently, the Courts at Delhi would have exclusive supervisory jurisdiction in respect of arbitration-related proceedings arising out of the JDA.

8. In pursuance of the aforesaid submissions, learned Senior Counsel for the Petitioner would contend that the legal position in this regard stands authoritatively settled by the Constitution Bench of the Hon’ble Supreme Court in *Bharat Aluminium Co. v. Kaiser Aluminium Technical Services Inc.*³, wherein it has been held that the expression “place” occurring in Sections 20(1) and 20(2) of the A&C Act, is to be construed as the juridical seat of arbitration, and that the courts of the seat alone would exercise supervisory jurisdiction over arbitral proceedings.

9. It would thus be submitted that once Delhi has been expressly designated as the “place of arbitration” in Clause 19 of the JDA, the same necessarily vests exclusive jurisdiction in the courts at Delhi for

³ (2012) 9 SCC 552



2026:DHC:1343



all proceedings arising out of or in connection with the arbitration, and the subsequent general jurisdiction clause cannot be construed so as to dilute or override the effect of the seat clause. The relevant portion of the *Bharat Aluminium Co. (supra)* is reproduced hereinunder:

“98. We now come to Section 20, which is as under:

“20. *Place of arbitration.* – (1) The parties are free to agree on the place of arbitration.

(2) Failing any agreement referred to in sub-section (1), the place of arbitration shall be determined by the Arbitral Tribunal having regard to the circumstances of the case, including the convenience of the parties.

(3) Notwithstanding sub-section (1) or sub-section (2), the Arbitral Tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other property.”

A plain reading of Section 20 leaves no room for doubt that where the place of arbitration is in India, the parties are free to agree to any “place” or “seat” within India, be it Delhi, Mumbai, etc. In the absence of the parties’ agreement thereto, Section 20(2) authorises the tribunal to determine the place/seat of such arbitration. Section 20(3) enables the tribunal to meet at any place for conducting hearings at a place of convenience in matters such as consultations among its members for hearing witnesses, experts or the parties.”

10. Learned Senior Counsel, Mr. J. Sai Deepak, appearing for the Petitioner would further rely upon the judgment of the Hon’ble Supreme Court in *Indus Mobile Distribution Pvt. Ltd. v. Datawind Innovations Pvt. Ltd.*⁴ to contend that the designation of a seat of arbitration operates as an exclusive jurisdiction clause, vesting jurisdiction in the courts of the seat alone.

11. It would also be submitted that the Hon’ble Supreme Court has categorically clarified that once the seat is determined, it is akin to an exclusive jurisdiction clause, and the courts of the seat would alone have jurisdiction over arbitral proceedings and applications arising

⁴ (2017) 7 SCC 678



2026:DHC:1343



therefrom. The relevant portion of the *Indus Mobile Distribution Pvt. Ltd. (supra)* is reproduced hereinunder:

“18. The amended Act, does not, however, contain the aforesaid amendments, presumably because the *BALCO v. Kaiser Aluminium Technical Services Inc.*, (2012) 9 SCC 552 judgment in no uncertain terms has referred to “place” as “juridical seat” for the purpose of Section 2(2) of the Act. It further made it clear that Sections 20(1) and 20(2) where the word “place” is used, refers to “juridical seat”, whereas in Section 20(3), the word “place” is equivalent to “venue”. This being the settled law, it was found unnecessary to expressly incorporate what the Constitution Bench of the Supreme Court has already done by way of construction of the Act.”

12. Learned Senior Counsel would further place reliance upon the judgment of the Co-ordinate Bench of this Court in *Cinépolis India Pvt. Ltd. v. Celebration City Projects Pvt. Ltd.*⁵ to contend that even where a separate clause confers jurisdiction upon courts at another place, the designation of a particular city as the “place of arbitration” would prevail and would be construed as the juridical seat. It would be submitted that in the present case, though a subsequent clause confers jurisdiction upon the courts at Meerut, the specific stipulation that “the place of arbitration shall be Delhi only” must be given full effect, thereby vesting exclusive supervisory jurisdiction in the courts at Delhi for arbitration-related proceedings. The relevant portion of the said judgement is reproduced hereinunder:

“20. A perusal of the said clause shows that the parties by agreement had conferred exclusive jurisdiction on the subject matter of the agreement on the courts in Ghaziabad, while the place of the arbitration was New Delhi. Learned counsels for the respondents primarily contend that in view of the exclusive jurisdiction on the subject matter of the agreement being in Ghaziabad and the cause of action having arisen at Ghaziabad, this Court would have no territorial jurisdiction. The place of arbitration is of no significance as it was only decided as a

⁵ 2020 SCC OnLine Del 301



2026:DHC:1343



convenient venue for the proceedings to be held. Per contra, the principle contention of the petitioner is that the arbitration clause between the parties clearly provides that the place of arbitration shall be Delhi and once a seat is designated, it is akin to an exclusive jurisdiction clause and even though no part of cause of action may have arisen at the neutral venue, the Court where the place or seat is determined will have exclusive jurisdiction.

21. Having examined the respective contentions of the parties on this issue, I am of the view that there is no merit in the contention of the respondents. A bare perusal of the arbitration clause shows that the parties have clearly designated New Delhi as the place for arbitration proceedings. While it is true that the arbitration clause does not specifically use the word “seat” but it is no longer res integra that the term “place” would be the “juridical seat” for the purpose of Section 2(2) of the Act. It has also been settled by various judgments that the word “place” would refer to ‘juridical seat’ for the purpose of Section 20(1) and Section 20(2) of the Act whereas in Section 20(3) the word “place” is equivalent to “venue”. This position of law is clear from reading of the judgment of the Constitution Bench in the case of *BALCO* (supra) and *Indus Mobile Distribution Private Limited* (supra).”

13. Without prejudice to the aforesaid, reliance would also be placed upon the judgment of the Co-ordinate Bench in *Manmohan Kapani v. Kapani Resorts Pvt. Ltd. & Ors.*⁶ to submit that a general jurisdiction clause in favour of courts at Meerut operates in a distinct sphere and cannot override a specific clause designating Delhi as the seat of arbitration. It would be urged that on a harmonious construction of the clauses, disputes not referable to arbitration may be subject to the jurisdiction of courts at Meerut; however, insofar as proceedings arising out of the arbitration agreement are concerned, the courts at Delhi, being the courts of the seat, alone would have jurisdiction.

14. Learned Senior Counsel would lastly contend that the use of the expression “only” in Clause 19 of the JDA is of determinative

⁶ 2023 SCC OnLine Del 1618



2026:DHC:1343



significance and manifests the unequivocal intention of the parties to confer exclusivity upon the courts at Delhi in respect of arbitration proceedings.

15. It would be submitted that the subsequent generic clause conferring jurisdiction upon the courts at Meerut does not employ any restrictive expression such as “only” or “exclusively”, and therefore cannot be construed as overriding the specific arbitration clause. On a harmonious construction, it would be urged that the clause conferring jurisdiction upon Meerut courts would apply to non-arbitral disputes, whereas, for proceedings arising out of the arbitration agreement, this Court would alone have jurisdiction.

ANALYSIS:

16. This Court has heard learned Senior Counsel appearing on behalf of the Petitioner and has perused the material placed on record, including the judgments relied upon in support of his submissions.

17. The fulcrum of the Petitioner’s submission rests upon Clause 19 of the JDA, whereby it is stipulated that the “place of arbitration shall be Delhi only”.

18. Undoubtedly, the said clause has been pressed into service to found the jurisdiction of this Court. However, a careful reading of the pleadings would disclose that the JDA is not a standalone instrument, but rather one among a series of interlinked agreements executed *inter se* the parties as part of a larger commercial framework.

19. It is an admitted position emerging from the record that the foundational and umbrella agreement governing the relationship between the stakeholders is the **Memorandum of Understanding**



2026:DHC:1343



dated 04.04.2012⁷. The subsequent Consortium Agreement dated 20.02.2014⁸ and the JDA were executed in furtherance of, and subject to, the overarching rights and obligations crystallised under the MoU.

20. It is, therefore, the MoU which constitutes the genesis of the entire transaction and forms the substratum upon which the subsequent contractual architecture rests.

21. A perusal of the dispute resolution clauses contained in the MoU reveals that while the venue of arbitration is stipulated to be New Delhi, the MoU itself is expressly subjected to the jurisdiction of the Courts at Meerut. The distinction between “place” and “venue” of arbitration assumes critical importance in this context. The relevant portions of the MoU with respect to the dispute resolution clause are reproduced below:

“17. That in case of any dispute, this MOU shall be subject to the provisions of Indian Arbitration at Conciliation Act 1996 and venue of Arbitration will be New Delhi.

18. That this MOU is subject to jurisdiction of Courts at Meerut.”

22. The contractual architecture of Clause nos. 17 and 18 of the MoU, when read harmoniously and in a commercially sensible manner, leaves no room for ambiguity. The parties have consciously employed the expression “venue of arbitration will be New Delhi” in Clause 17, while, in Clause 18, they have categorically stipulated that the MoU “is subject to jurisdiction of Courts at Meerut”.

23. In the considered opinion of this Court, this deliberate textual choice in the MoU cannot be rendered otiose. As noticed by the Co-ordinate bench of this Court in *Cravantas Media Private Limited v.*

⁷ MoU

⁸ Consortium Agreement



2026:DHC:1343



*Jharkhand State Co. Operative Milk Producers Federation Ltd. and Another*⁹, the law draws a principled distinction between the juridical seat of arbitration - which determines supervisory jurisdiction - and the venue, which is merely the geographical location where arbitral sittings may be conducted for reasons of convenience.

24. The jurisprudential principle enunciated in *Cravantas Media Limited* (*supra*) assumes direct relevance in the present case. In that matter, though the arbitration clause stipulated that the venue of arbitration would be Ranchi, the agreement simultaneously conferred sole and exclusive jurisdiction upon the courts at Delhi. Upon a harmonious construction of the clauses, this Court held that Ranchi was merely the venue for arbitral sittings, whereas Delhi, by virtue of the express jurisdiction clause embedded within the dispute resolution article itself, constituted the juridical seat.

“2. Respondent no. 1 had floated a tender for availing media services relating to media support. Subsequently, on 28.11.2017, a Work Order [Work Order bearing No. JMF/171/2017] was issued by the respondents in favour of the petitioner and the petitioner was appointed as the media agency to handle the brand buildings, creative developments and creative disseminations for a period of one year with effect from 01.12.2017. Thereafter, on 15.01.2018, the parties entered into a formal agreement captioned ‘Service Agreement’ (hereafter referred to as ‘the Agreement’). The Agreement includes an Arbitration Clause that reads as under:

“16. Dispute Resolution and Governing Law

16.1 In case of any issue, dispute, controversy or claim between the Parties to the Agreement wherein Parties disagree on the interpretation of the other Party arising out of this Agreement, or any other document or, invalidity or termination Agreement executed in connection with this Agreement including the breach thereof, the issue will be first re referred to the senior management of both the Parties for resolution who shall act as the negotiators/mediators and shall use all reasonable endeavors to negotiate with a view to resolving the dispute amicably. If the issue remains unresolved even after thirty

⁹ 2021 SCC OnLine Del 5350



2026:DHC:1343



(30) days after reference, the dispute would then be dealt with in accordance with Clause (*sic*) 16.2.

16.2 The arbitration of any dispute, controversy or claim shall be conducted by a single arbitrator selected by the Parties in accordance with the rules of the Indian Arbitration & Conciliation Act, 1996. The language of the arbitration shall be English. The venue of arbitration shall be Ranchi. The cost of arbitration will be borne by the both Parties as directed by the arbitrator.

16.3 The Parties acknowledge that the immediate remedies at law may be sometimes inadequate, the Parties shall therefore be entitled to seek additional injunctive relief in the event of any material breach of this Agreement.

16.4 All remedies available to other Party under this Agreement are cumulative and may be exercised concurrently or separately, the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies; and the rights and remedies of the parties as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

16.5 This Agreement shall be interpreted and governed by the laws of India without regard to conflict of law provisions and any disputes arising out of this Agreement shall be subject to the sole and exclusive jurisdiction of courts of Delhi.”

11. The question whether the intention of the parties in specifying a location for arbitral proceedings is merely to fix a convenient ‘venue’ or a seat/place of arbitration has to be ascertained from the language of the arbitration agreement.

12. In the present case, Clause 16.5 of the Agreement expressly provides that if any disputes arise out of the Agreement, the same would be subject to the sole and exclusive jurisdiction of the Courts at Delhi. It is also necessary to note that Clause 16.5 is part of Article 16 of the Agreement, which is captioned “Disputes Resolution and Governing Law”. Thus, Clause 16.2 and 16.5 of the Agreement are required to be read together to ascertain the intention of the parties.

13. Clause 16.2 of the Agreement uses the word “venue”. This clearly indicates that the parties had agreed that the venue of the arbitration shall be Ranchi and not the place of arbitration. It is clear from a conjoint reading of the two clauses (Clause 16.2 and 16.5 of the Agreement) that the parties had agreed that the venue of arbitration would be Ranchi but the court at Delhi would have the exclusive jurisdiction. Thus, Ranchi must be considered only as the venue of arbitration and not the place or seat of arbitration.

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Page 11 of 18



2026:DHC:1343



15. On a plain reading of Article 16 of the Agreement, it is apparent that the parties had agreed that the venue of the arbitration would be Ranchi. However, that does not lead to the conclusion that the arbitration would be seated at Ranchi.

16. This Court is unable to accept that Clause 16.5 is only restricted to civil proceedings other than arbitration. The placement of the Clause 16.5 in Article 16 of the Agreement, which relates to “Dispute Resolution”, indicates to the contrary.”

25. Applying the same interpretative discipline to the MoU at hand, it is evident that the parties have consciously designated New Delhi only as the venue of arbitration under Clause 17 of the MoU, while unequivocally subjecting the MoU to the jurisdiction of the Courts at Meerut under Clause 18.

26. The legislative scheme under Section 20 of the A&C Act, accords juridical consequence to the “place” of arbitration and not to the “venue”. In the absence of an express stipulation declaring New Delhi as the place or seat, and in the presence of a categorical jurisdiction clause in favour of Meerut, the irresistible conclusion is that New Delhi was intended merely as the situs of arbitral proceedings for convenience, whereas Meerut was envisaged as the forum exercising curial and supervisory authority. To construe otherwise would be to efface Clause 18 from the MoU and distort the contractual intent.

27. The aforesaid interpretative discipline requiring a harmonious and composite reading of the dispute resolution clause to discern whether a stipulated location constitutes the juridical seat or merely the venue of arbitration - has attained the status of a settled principle of law. The approach of examining the arbitration clause in conjunction with the governing law and jurisdiction clauses, so as to ascertain the true intention of the parties regarding supervisory

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Page 12 of 18



2026:DHC:1343



jurisdiction, has been consistently followed by Co-ordinate Benches of this Court in *Meenakshi Nehra Bhat v. Wave Megacity Centre Private Limited*¹⁰ and *Kush Raj Bhatia v. DLF Power and Services Limited*¹¹, thereby reinforcing that the mere designation of a venue does not, in the absence of clear language, amount to the fixation of the juridical seat.

28. This Court also finds it apposite to refer to the judgment of the Hon'ble Supreme Court in *Swastik Gases (P) Ltd. v. Indian Oil Corporation Ltd.*¹², wherein it has been categorically held that the absence of expressions such as “only”, “exclusively” or “alone” in a jurisdiction clause does not detract from, nor dilute, the manifest intention of the parties to confer exclusive jurisdiction upon a particular court; and that such a clause must be accorded its natural and ordinary meaning so as to give effect to the contractual stipulation agreed between the parties. The relevant portions of the judgment are reproduced hereinbelow:

“28. Section 11(12)(b) of the 1996 Act provides that where the matters referred to in sub-sections (4), (5), (6), (7), (8) and (10) arise in an arbitration other than the international commercial arbitration, the reference to “Chief Justice” in those sub-sections shall be construed as a reference to the Chief Justice of the High Court within whose local limits the Principal Civil Court referred to in Section 2(1)(e) is situate, and where the High Court itself is the court referred to in clause (e) of sub-section (1) of Section 2, to the Chief Justice of that High Court. Clause (e) of sub-section (1) of Section 2 defines “court” which means the Principal Civil Court of Original Jurisdiction in a district, and includes the High Court in exercise of its ordinary civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, but does not include any civil court of a grade inferior to such Principal Civil Court, or any Court of Small Causes.

¹⁰ 2022 SCC OnLine Del 3744

¹¹ 2022 SCC OnLine Del 3309

¹² (2013) 9 SCC 32



29. When it comes to the question of territorial jurisdiction relating to the application under Section 11, besides the above legislative provisions, Section 20 of the Code is relevant. Section 20 of the Code states that subject to the limitations provided in Sections 15 to 19, every suit shall be instituted in a court within the local limits of whose jurisdiction:

(a) the defendant, or each of the defendants where there are more than one, at the time of commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain; or

(b) any of the defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain, provided that in such case either the leave of the court is given, or the defendants who do not reside, or carry on business, or personally work for gain, as aforesaid, acquiesce in such institution; or

(c) the cause of action, wholly or in part arises.

30. The Explanation appended to Section 20 clarifies that a corporation shall be deemed to carry on business at its sole or principal office in India or, in respect of any cause of action arising at any place where it has also a subordinate office, at such place.

31. In the instant case, the appellant does not dispute that part of cause of action has arisen in Kolkata. What appellant says is that part of cause of action has also arisen in Jaipur and, therefore, the Chief Justice of the Rajasthan High Court or the designate Judge has jurisdiction to consider the application made by the appellant for the appointment of an arbitrator under Section 11. Having regard to Section 11(12)(b) and Section 2(e) of the 1996 Act read with Section 20(c) of the Code, there remains no doubt that the Chief Justice or the designate Judge of the Rajasthan High Court has jurisdiction in the matter. The question is, whether parties by virtue of Clause 18 of the agreement have agreed to exclude the jurisdiction of the courts at Jaipur or, in other words, whether in view of Clause 18 of the agreement, the jurisdiction of the Chief Justice of the Rajasthan High Court has been excluded?

32. For answer to the above question, we have to see the effect of the jurisdiction clause in the agreement which provides that the agreement shall be subject to jurisdiction of the courts at Kolkata. It is a fact that whilst providing for jurisdiction clause in the agreement the words like “alone”, “only”, “exclusive” or “exclusive jurisdiction” have not been used but this, in our view, is not decisive and does not make any material difference. The intention of the parties—by having Clause 18 in the agreement—is clear and unambiguous that the courts at Kolkata shall have jurisdiction which means that the courts at Kolkata alone shall have jurisdiction. It is so because for construction of jurisdiction



2026:DHC:1343



clause, like Clause 18 in the agreement, the maxim *expressio unius est exclusio alterius* comes into play as there is nothing to indicate to the contrary. This legal maxim means that expression of one is the exclusion of another. By making a provision that the agreement is subject to the jurisdiction of the courts at Kolkata, the parties have impliedly excluded the jurisdiction of other courts. Where the contract specifies the jurisdiction of the courts at a particular place and such courts have jurisdiction to deal with the matter, we think that an inference may be drawn that parties intended to exclude all other courts. A clause like this is not hit by Section 23 of the Contract Act at all. Such clause is neither forbidden by law nor it is against the public policy. It does not offend Section 28 of the Contract Act in any manner.

37. In my opinion, the very existence of the exclusion of jurisdiction clause in the agreement would be rendered meaningless were it not given its natural and plain meaning. The use of words like “only”, “exclusively”, “alone” and so on are not necessary to convey the intention of the parties in an exclusion of jurisdiction clause of an agreement. Therefore, I agree with the conclusion that jurisdiction in the subject-matter of the proceedings vested, by agreement, only in the courts in Kolkata.

Conclusion

57. For the reasons mentioned above, I agree with my learned Brother that in the jurisdiction clause of an agreement, the absence of words like “alone”, “only”, “exclusive” or “exclusive jurisdiction” is neither decisive nor does it make any material difference in deciding the jurisdiction of a court. The very existence of a jurisdiction clause in an agreement makes the intention of the parties to an agreement quite clear and it is not advisable to read such a clause in the agreement like a statute. In the present case, only the courts in Kolkata had jurisdiction to entertain the disputes between the parties.”

29. The contention advanced on behalf of the Petitioner, premised on the designation of Delhi as the “place” of arbitration in the JDA, is, at first blush, attractive and legally tenable in isolation. However, such a submission can hold good only if the JDA were to be regarded as the exclusive and self-contained instrument governing the entirety of disputes between the parties. The present factual matrix, however, does not admit of such a simplistic compartmentalisation.

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Page 15 of 18



2026:DHC:1343



30. It is an admitted position that the MoU and the Consortium Agreement were executed among multiple parties, and not merely between the present Petitioner and the Respondent. These agreements delineate a composite commercial venture involving numerous stakeholders whose rights and obligations are inextricably interwoven. The MoU, being the umbrella agreement, constitutes the primary charter of rights and obligations; the Consortium Agreement and the JDA are but sequels thereto, intended to operationalise specific components of the larger project.

31. Significantly, the Consortium Agreement does not specify any place or seat of arbitration. The JDA, on the other hand, is confined to the Petitioner and the present Respondent alone, and none of the other signatories to the MoU or the Consortium Agreement are parties thereto. Thus, the JDA represents a segmental arrangement within a broader contractual constellation.

32. The development envisaged under the MoU and the Consortium Agreement is holistic and composite in character. The JDA pertains only to a fragment of the larger project area contemplated under the MoU framework. To permit the Petitioner to isolate the JDA from its contractual moorings and to invoke Clause 19 of the JDA thereof as the sole determinant of jurisdiction would be to permit fragmentation of a composite transaction, thereby unsettling the contractual equilibrium consciously crafted by the parties.

33. The pleadings themselves demonstrate that disputes have arisen not merely between the Petitioner and the Respondent under the JDA, but also with respect to the obligations and performance under the MoU and the Consortium Agreement. The disputes are thus neither



2026:DHC:1343



confined to, nor capable of being neatly severed from, the umbrella arrangement.

34. In these circumstances, the Court cannot lose sight of the admitted position that the JDA is but one agreement among a suite of interdependent instruments emanating from the foundational MoU. The determination of jurisdiction must, therefore, be undertaken with reference to the principal agreement which governs the field and from which the subsequent agreements derive their vitality.

35. The MoU, being the foundational document, stipulates that the venue of arbitration shall be New Delhi, while simultaneously subjecting the agreement to the jurisdiction of the Courts at Meerut. The deliberate use of the expression “venue” in the MoU, as opposed to “place,” assumes determinative significance. In the absence of an express designation of New Delhi as the juridical seat in the MoU, the reference to New Delhi as the venue cannot *ipso facto* be elevated to the status of a seat conferring exclusive supervisory jurisdiction.

36. It is further not in dispute that the parties are substantially based in Meerut; the MoU was executed at Meerut; and various proceedings *inter se* the parties are presently pending before courts at Meerut. The commercial and territorial nexus of the transaction is thus indubitably anchored in Meerut. When the umbrella agreement expressly subjects itself to the jurisdiction of the Courts at Meerut, such stipulation cannot be rendered otiose by isolating a subsequent segmental agreement.

37. The jurisprudence on arbitration must advance coherence and commercial certainty. It would be antithetical to these objectives to permit parties to disaggregate a composite contractual framework and,



2026:DHC:1343



by selective invocation of a subsequent clause, re-engineer the forum of adjudication contrary to the principal agreement. The distinction between venue and seat, though subtle, is of profound jurisdictional consequence. Where the umbrella agreement consciously designates a venue in one city and subjects itself to the jurisdiction of courts in another, the latter cannot be eclipsed absent a clear and unequivocal stipulation altering the juridical seat for the entire transaction.

38. In view of the aforesaid, this Court is of the considered opinion that the MoU, being the principal and governing instrument, must take precedence in determining jurisdiction. The stipulation therein conferring jurisdiction upon the Courts at Meerut cannot be diluted by the subsequent JDA, which is limited in scope and parties.

CONCLUSION:

39. In view of the foregoing discussion and for the reasons aforestated, this Court is constrained to hold that it lacks territorial jurisdiction to entertain the present petitions. Both petitions are, accordingly, dismissed on the ground of want of territorial jurisdiction.

40. It is, however, clarified that the Petitioner shall be at liberty to pursue such remedies as may be available to it in law before the Court of competent jurisdiction.

41. In consequence of the dismissal of the Petitions, the pending application(s), if any, stand disposed of.

42. No order as to costs.

HARISH VAIDYANATHAN SHANKAR, J.
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16:40:13

O.M.P.(I) (COMM.) 43/2026 & connected matter

Page 18 of 18