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

+ **ARB.P. 1922/2025**

KOTAK MAHINDRA PRIME LIMITEDPetitioner

Through: Mr. Ajay Uppal, Advocate

versus

SHUBHAM KUMAR MISHRA & ANR.Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **28.03.2026**

1. None appears for the respondents despite service.
2. Learned counsel appearing for the petitioner draws the attention of this Court to the Office Noting, wherein, it is clearly shown that both the respondents refused to receive the notice issued by this Court by way of Speed Post.
3. Accordingly, the respondents stand served and this Court is proceeding to hear the matter on merits.
4. Learned counsel appearing for the petitioner relies upon Schedule-I of the Agreement, wherein, there is a stamp showing place of arbitration, as Delhi. However, this Court notes that place of execution of Agreement is Allahabad. Further, the respondents are also based at Allahabad.
5. Clearly, place of arbitration refers to only the venue of arbitration. However, it cannot be considered to be the seat for Arbitration.
6. At this stage, learned counsel appearing for the petitioner submits that he may be allowed to withdraw the present petition.



7. Accordingly, the present petition is dismissed as withdrawn, with liberty to the petitioner to file appropriate proceedings, in Court of jurisdiction.

MINI PUSHKARNA, J

MARCH 28, 2026/SK