



\$~47

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

+ **ARB.P. 180/2026**

UDAIPUR BEVERAGES LIMITED

.....Petitioner

Through: Mr. Narender Singh Yadav, Mr.
Mayank Kumar Singh, Mr.Mudit
Bansal, Mr. Girraj Singh Yadav,
Advs

versus

M/S LEAP INDIA PRIVATE LIMITED

.....Respondent

Through: Mr. Vaibhav Joshi, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

29.01.2026

%

I.A. 2097/2026 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 180/2026, I.A. 2098/2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties under the Agreement for hire of Equipment and Supply of Services dated 21.03.2022.

2. It is the case of the Petitioner that under the Agreement, the Respondent was engaged to provide equipment, including primary pallets, to the Petitioner on a hire basis. It is stated that since the Respondent has failed to perform its obligations, disputes have arisen between the parties. Clause



27 of the Agreement contains an arbitration clause and the Petitioner has, therefore, approached this Court for appointment of an arbitrator.

3. Clause 27 of the Agreement reads as under:

“27. DISPUTE RESOLUTION / ARBITRATION

*Any dispute between the parties would be referred to persons at the higher level in the respective Organizations and if the dispute is still not resolved, the same shall be referred to arbitration of a sole arbitrator to be appointed by LEAP. However the parties are also free to approach Court for settlement of disputes in the **Court having Mumbai Jurisdiction**. Notwithstanding anything stated elsewhere in the agreement, LEAP possess all rights to pursue its claims and remedies under the provisions of Insolvency and Bankruptcy Code, 2016.”* (Emphasis Supplied)

4. A reading of Clause 27 of the Agreement reveals that the courts at Mumbai have jurisdiction to entertain the present petition.

5. It is the case of the Petitioner that this Court has jurisdiction to entertain the present petition as several transactions, including final deliberations, discussions and execution of the Agreement, took place at the Petitioner’s Head Office in New Delhi. Learned counsel for the Petitioner submits that although Clause 27 refers to courts at Mumbai, the said clause applies only to judicial proceedings and the Agreement is silent with respect to arbitration. It is contended that this Court, having supervisory jurisdiction over the territory where a substantial part of the cause of action has arisen, is competent to appoint an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996.

6. Heard the learned Counsel for the Petitioner and perused the material



on record.

7. A plain reading of Clause 27 of the Agreement shows that the parties have agreed that the courts at Mumbai shall have jurisdiction in respect of disputes between them. When parties, by mutual agreement, choose a particular court to have jurisdiction, such a choice is binding on them. As a result, the jurisdiction of all other courts, including this Court, stands excluded.

8. The contention of the learned counsel for the Petitioner that this Court has jurisdiction since part of the cause of action arose in New Delhi, including negotiations and execution of the Agreement, cannot be accepted. It is well settled that where an agreement contains a clause conferring exclusive jurisdiction on courts at a particular place, the existence of a part of the cause of action elsewhere becomes irrelevant. The parties, having consciously chosen the courts at Mumbai, are bound by the terms of the contract and cannot resile from the same. Further, the submission of the Petitioner that Clause 27 applies only to judicial proceedings and not to arbitration proceedings is also misconceived. A Petition under Section 11 of the Arbitration and Conciliation Act, 1996 is undoubtedly a judicial proceeding. The Court competent to entertain a Section 11 petition is the Court which has jurisdiction over the arbitration proceedings in terms of the agreement between the parties. In view of Clause 27, the courts at Mumbai alone would have the jurisdiction to entertain any petition arising out of or in relation to the arbitration agreement, including a petition for appointment of an arbitrator.

9. In view of the aforesaid, this Court lacks territorial jurisdiction to entertain the present petition. The petition is, therefore, dismissed on the



ground of lack of territorial jurisdiction. Pending applications, if any, are also dismissed.

10. Liberty is granted to the Petitioner to approach the competent court at Mumbai for appointment of an arbitrator in accordance with law.

11. It is made clear that this Court has not expressed any opinion on the merits of the disputes between the parties.

SUBRAMONIUM PRASAD, J

JANUARY 29, 2026

Rahul