

**IN THE COURT OF MS. MEENU KAUSHIK: DISTRICT
JUDGE – 03: NEW DELHI DISTRICT: PATIALA HOUSE
COURTS : NEW DELHI**

CS 231/2024

M/s Pine Labs Pvt. Ltd.

Versus

IB Monotaro Pvt. Ltd.

17.03.2026

1 By way of this order I shall decide the objection of defendant that present suit is not maintainable as per section 8 of the Arbitration & Conciliation Act as there was contract between the parties wherein there was a clause that dispute arising in connection with the agreement between the parties shall be referred arbitration as per the Arbitration and Conciliation Act, 1996. It is further submitted that no separate application in this regard is moved on behalf of defendant and relevant averments are made in this regard in the written statement. Reliance in this regard is placed on *Madhu Sudan Sharma & Ors. Vs. OMAXE Ltd.* decided by Hon'ble High Court of Delhi on 06.11.2023.

2 Per contra, it is submitted by ld. Counsel for plaintiff that present suit is filed by the plaintiff as amount of Rs.4,98,380.96 was inadvertently transferred into the bank account of the defendant during the period 21.01.2023 to 04.05.2023 due to an internal technical error at the plaintiff's end. It is further submitted that the agreement between the parties which contains the arbitration clause is with respect to providing of services to the defendant and since the present suit is not pertaining to any transaction with respect to the said agreement and that the

present suit for recovery of the amount which was inadvertently transferred into the bank account of the defendant is not hit by section 8 of the Arbitration & Conciliation Act. It is further argued that in the written statement defendant has admitted that aforesaid amount was transferred due to plaintiff's inadvertence.

3 Submissions made on behalf of both the parties have been taken into consideration. Record perused.

4 Admittedly, the agreement relied upon by the defendant containing the arbitration clause was with respect to providing of the services by the plaintiff company to the defendant company. It is nowhere contended on behalf of defendant that aforesaid amount was transferred by the plaintiff company to the defendant company with respect to any of the transaction pertaining to the impugned agreement. It is the contention of the plaintiff that aforesaid amount was inadvertently transferred due to some internal technical error into the bank account of defendant and by way of present suit the recovery of the said amount is only sought. It is not denied on behalf of defendant that said amount was transferred due to inadvertence.

5 Considering the fact that the transferring of the above mentioned amount is not pertaining to the impugned agreement containing the Arbitration clause, this court is of considered opinion that present suit filed for recovery of the above mentioned amount is not hit by section 8 of the Arbitration & Conciliation Act, 1996.

(Meenu Kaushik)
District Judge-03
Patiala House Courts, New Delhi
17.03.2026