

THE COURT OF SH. AMAR PAUL, ADDITIONAL DISTRICT JUDGE,
GURDASPUR.

Arbitration Case No. 28 of 2018
Date of Institution: 17.12.2018
RBT No. 13 of 09.04.2021
Date of Decision: 24.09.2021

CNR No.PBGD01-008358-2018

CIS No. ARB-74-2018

Shori Lal aged about 65 years son of Sadhu Ram, resident of village
Tibber, Tehsil and District Gurdaspur.

.....Petitioner.

Versus

1. M/s SHRI RAM TRANSPORT FINANCE COMPANY LIMITED
HAVING ITS REGISTERED OFFICE AT NO. 4, 3RD FLOOR,
MOOBAMBIKA COMPLEX LADY DECIKA ROAD, MYLAPORE,
CHENNAI AND HAVING ITS BRANCH OFFICE AT Ist FLOOR,
PLOT NO.8/20, IMPROVEMENT TRUST COLONY, SHCEME NO. 1,
BATALA ROAD, GURDASPUR-143521 THROUGH ITS POWER OF
ATTORNEY HOLDER SH. SATISH KUMAR.

2. Miss Rajinder Kaur, Advocate, Sole Arbitrator, District Court Complex,
Jalandhar.

.....Respondents.

3. Vikas Sharma son of Satpal Shrma, resident of Kabir Nagar, P.O.
Sujanpur, Tehsil and District Gurdaspur.

....Performa Respondent.

**Petition U/S 34 of The Arbitration and Conciliation Act, 1996
for setting aside arbitral award dated 26.03.2016 passed by
Sole Arbitrator Miss Rajinder Kaur on behalf of petitioner.**

Present: Sh. Uttam Raj Sharma, Advocate, for the petitioner.
Sh. Vishesh Kumar, Advocate, for the respondent no.1.
Respondent no.2 exparte.
Service of respondent no.3 dispensed with.

JUDGMENT

Heard on the petition filed by the petitioner under section 34

of the Arbitration and Conciliation Act,1996 seeking setting aside the arbitral award dated 26.03.2016 passed by the Sole Arbitrator Miss Rajinder Kaur, Advocate, i.e. respondent no.2 and challenged on various grounds.

2. On the other hand, counsel for the respondent no.1 has not filed any reply to the petition. However, opposed the petition on the ground of maintainability and mainly contended that this Court has no territorial jurisdiction to entertain and decide the present petition and prayed for dismissal of the same.

3. Record was called and perused. Heard. Considered.

4. In this case it is an admitted fact between the parties that a loan agreement dated 16.03.2010 was executed and as per clause 15 of the agreement it has been written that all the disputes,differences/claims arising out of these presents or as the construction meaning or effect here of or as the rights and liabilities of the parties here under shall be settled by arbitration to be held in Jalandhar in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award including interim award of the arbitrator shall be final and binding on all parties concerned. Further, any proceedings to be initiated in any court of law in pursuance of this arbitration shall be instituted and held in the court at Jalandhar only. It is also an admitted fact between the parties that arbitral award dated 26.03.2016 has been passed by the Sole Arbitrator Miss Rajinder Kaur, Advocate at Jalandhar and arbitration proceedings had taken place

at Jalandhar.

5. If it is so, then, in the opinion of this Court, the petition under section 34 of the Arbitration and Conciliation Act is liable to be presented before the competent court of jurisdiction at Jalandhar Courts only because in case titled **Bharat Aluminium Co. (BALCO) Vs Kaiser Aluminium Technical Service, Inc.,(2012) 9 SCC 552 (Supreme Court) (Five Judges Bench)** held that where parties have selected the seat of arbitration in their agreement, such selection would then amount to an exclusive jurisdiction clause, as the parties have now indicated that the courts at the seat would alone have jurisdiction to entertain challenges against the arbitral award which have been made at the seat. Further, in case titled **BGS SGS SOMA JV Vs. NHPS LTD. Civil Appeal No.9307 of 2019 decided on 10.12.2019 (Supreme Court) (Three Judges Bench)** it has been held that as both the parties have chosen that the courts at New Delhi alone would have exclusive jurisdiction over the arbitral proceedings. Therefore, the fact that a part of cause of action may have arising at Faridabad would not be relevant once the seat has been chosen, which would have amount to an exclusive jurisdiction clause so far as Courts of the seat are concerned and accordingly, petition under section 34 of the Arbitration and Conciliation Act was ordered to be presented in the Courts in New Delhi. These citations are fully applicable in this case. Moreover, place/ i.e. seat for arbitration proceedings as per agreement has been chosen by the parties at Jalandhar. Accordingly, in

view of the above discussion, this court has no jurisdiction to entertain and decide the petition under section 34 of the Arbitration and Conciliation Act and same is not maintainable before this court. Accordingly, petition is ordered to be dismissed. Petitioner is set at liberty to file the petition before the competent court of jurisdiction at Jalandhar Courts. File be consigned to the record room. Record of the arbitration file be sent back as per rules after due compliance.

Pronounced:

Dated: 24.09.2021.

Shiv Kumar Stenographer Gr.1

(Amar Paul),
Addl. District Judge,
Gurdaspur. UID No.PB0450.