

OMP (I) (COMM.) 369/25
AXIS BANK LTD Vs. DEV MANI MISHRA

14.01.2025

Fresh petition u/s 9 of Arbitration & Conciliation Act 1996, has been received by way of assignment by random allocation from filing section today. It be checked and registered as per rules.

Present : Sh. Tushar, Ld. Counsel for Petitioner has appeared through VC.

I have examined the contents of the petition.

Only the address of Petitioner's Branch situated at Pushp Vihar has been furnished in the Memo of Parties, whereas respondent is not residing within the local jurisdiction of this court. No transaction had taken place from the Petitioner's Pushp Vihar Branch.

Even the loan was disbursed from Lucknow, UP Branch and as per the agreement filed on record containing the Arbitration Clause, the venue of arbitration has been mentioned as Mumbai/Delhi/Chennai/Kolkata. Even the place from where the loan was disbursed, which in the present case is Lucknow Branch of the Petitioner Bank, which also does not fall within the territorial jurisdiction of this court.

However, no notice has been placed on record showing that bank had intimated the respondent about its intention to change the place of arbitration or to confine it to Delhi.

Moreover, Hon'ble Apex Court in case titled as "***Kotak Mahindra Bank Limited Vs. Narendra kumar prajapat, Special Leave Petition (Civil) Diary No(S). 47322/2023***" has already been

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pleased to hold that unilateral appointment of an arbitrator by any of the parties is *per se* illegal, hence, I have no hesitation in holding that the petition as filed before this court is not maintainable, accordingly, same is dismissed.

File be consigned to record room after completion of necessary formalities in this regard.

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SHARMA

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(Lokesh Kumar Sharma)
District Judge (Commercial Court)-05
South/Saket/New Delhi/14.01.2025