

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
R/PETN. UNDER ARBITRATION ACT NO. 112 of 2025

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M/S MIRAMBICA INFRASTRUCTURE PVT. LTD.
Versus
SPACE APPLICATION CENTRE & ORS.

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Appearance:
RUSHABH H SHAH(7594) for the Petitioner(s) No. 1
MR CHAITANYA S JOSHI(5927) for the Respondent(s) No. 1,2,3

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CORAM: HONOURABLE MR. JUSTICE D.N. RAY

Date : 01/05/2026

ORAL ORDER

1. Mr. Rushabh H. Shah, learned advocate for the petitioner submits that Clause 25 of the General Conditions of Contract which binds the parties categorically refers to the said clause as "settlement of disputes and Arbitration". Objection is raised by Mr. Chaitanya S. Joshi, learned advocate appearing on behalf of the respondents that the aforesaid clause cannot be construed as an arbitration clause because there is no intention whatsoever which is evinced that the disputes should be referred to "arbitration".

2. At this point, Mr. Rushabh Shah refers to the decision dated 22.04.2024 of the learned Single Judge of the Karnataka High Court in the case of **Union of India Vs. M/s.**

Harcharan Dass Gupta in **Writ Petition No. 27269 of 2023 (GM-RES)** to submit that the exact clause being Clause 25 has been interpreted in the aforesaid decision as containing an Arbitration Agreement between the parties and in the challenge to the aforesaid decision before the Hon'ble Apex Court. If the decision dated 14.05.2025 in the case of **Harcharan Dass Gupta Vs. Union of India** reported in **2025 SCC OnLine SC 1111** is perused then findings of the learned Single Judge as to Clause 25 being an Arbitration Clause is not upset by the Hon'ble Apex Court as will be evident from Paragraph No.6 of the said judgment of the Hon'ble Apex Court. The said paragraph No. 6 of **Harcharan Dass** (Supra) reads as under :-

“6. In view of the specific terms of the agreement dated 11.09.2017 contained in Clauses 25 and 25A providing for settlement of disputes, it was agreed that the seat of arbitration shall be at Bengaluru. In view of the contractual clauses, the High Court held that the proceedings conducted by the Delhi Arbitration Centre and the arbitration to be without jurisdiction, and as such illegal and contrary to law.

3. Mr. Chaitanya Joshi, learned advocate for the respondent in response to the above submits that the entire

controversy in the aforesaid decision of the Hon'ble Karnataka High Court and the Hon'ble Apex Court pertains only to the jurisdiction of the MSME and the seat of arbitration, and the decision of the Hon'ble Apex Court specifically affirms the legal position in the case of **Gujarat State Civil Supplies Corporation Ltd. Vs. Mahakali Foods Pvt. Ltd.** reported in **2022 SCC OnLine SC 1492** and the controversy between the seat and venue within the meaning of Section 21 of the Arbitration & Conciliation Act, 1996.

Hearing is completed.

Judgment reserved.

The parties are at liberty to give written notes of submissions not exceeding three pages within a period of seven days from today.

BINA SHAH

(D.N.RAY,J)