

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY****ORDINARY ORIGINAL CIVIL JURISDICTION  
IN ITS COMMERCIAL DIVISION****COMMERCIAL ARBITRATION PETITION NO.451 OF 2017**

Maharashtra State Electricity Distribution Co.Ltd. .. Petitioner  
Vs.  
Prerna Cables Pvt.Ltd. ... Respondent

AND

**COMMERCIAL ARBITRATION PETITION NO.457 OF 2017**

Maharashtra State Electricity Distribution Co.Ltd. .. Petitioner  
Vs.  
Reliance Cables and Conductors Pvt.Ltd. ... Respondent

AND

**COMMERCIAL ARBITRATION PETITION NO.463 OF 2017**

Maharashtra State Electricity Distribution Co.Ltd. .. Petitioner  
Vs.  
M/s.Bombay Wire Products. ... Respondent

AND

**COMMERCIAL ARBITRATION PETITION NO.458 OF 2017**

Maharashtra State Electricity Distribution Co.Ltd. .. Petitioner  
Vs.  
Pratik Conductors Pvt. Ltd. ... Respondent

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Mr.Mustafa Doctor, Senior Counsel with Mr.Yogesh Chwala, Nidhi V.Singh I/b.  
M/s.Legasis Partners, for the Petitioner.

Mr.Suresh Dhole with Ms.Pushpa Shinde and Mr.Anil Diwate, for the  
Respondents.

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**CORAM : G.S. KULKARNI, J.**

**DATE : 17 December, 2018**

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**ORDER:**

**COMMERCIAL ARBITRATION PETITION No.451 of 2017**

1. By this petition under Section 34 of the Arbitration and Conciliation Act,1996 (for short 'the Arbitration Act') challenges the award dated 18 April 2017 passed under Section 18(3) of Micro Small and Medium Enterprises Development Act,2006 (for short 'MSMED Act') rendered by the Facilitation Council, Konkan established under the said Act.

2. It is not in dispute that respondent had initially approached this Court by filing Summary Suit no.579 of 2002 against the petitioner praying for a money decree. By a common order dated 14 March 2011 passed by the learned Single Judge of this Court a batch of summary suits were allowed to be withdrawn, permitting the respondents (plaintiffs) to avail of the remedy of arbitration under Section 18 of the MSMED Act.

The order dated 14 March 2011 passed by this Court reads thus:-

“1. The learned counsel for the plaintiffs seeks withdrawal of the suits in view of the remedy available under Section 18 of the Micro Small and Medium Enterprises Development Act,2006,

before the Micro and Small Enterprises Facilitation Council established under Section 20 of the said Act.

2. The suits are accordingly allowed to be withdrawn with liberty to pursue the said remedy.

3. Refund of Court fees as per rules.”

3. The Facilitation Council as established under Section 20 of the MSMED Act which is situated at Thane, on being approached by the respondents, entered an arbitration reference and rendered its award under Section 18(3) of the MSMED Act which is subject matter of challenge in the above petitions filed under Section 34 of the Arbitration Act.

4. On behalf of the respondent a preliminary objection is raised to the maintainability of these petitions before this Court.

5. The objection to the maintainability is on two fold counts. Firstly that as the seat of the arbitration was at Thane which is outside the ordinary original civil jurisdiction of this Court, considering the definition of the 'Court' as defined under Section 2(e) of the Arbitration Act, these petitions under Section 34 ought to have been filed before the principal Civil Court at Thane, as this Court would not have jurisdiction.

6. The second contention is that in any case applying the provisions of Section 16 to 20 of the Code of Civil Procedure read with Section 2(e) of the Arbitration Act, the respondents having its place of business at Palghar which is within the jurisdiction of the Civil Court at Thane, this petition ought to have been filed before the Principal Civil Court at Thane. In support of this objection, the learned Counsel for the respondents has placed reliance on the decisions in (1) *State of West Bengal Vs. Associated Contractors*<sup>1</sup>; (2) *State of Jharkhand & Ors. Vs. Hindustan Construction Co.Ltd.*<sup>2</sup>; (3) *Kanwar Singh Saini Vs. High Court of Delhi*<sup>3</sup>

7. On the other hand, Mr.Doctor, learned Senior Counsel for the petitioners would oppose the objection as raised on behalf of the respondents. Mr.Doctor has drawn my attention to the plaint of the summary suit as filed by the respondent in this Court and the following averments in regard to the jurisdiction, as made by the respondents in the said plaint.:

“14. The Defendants have their offices in Mumbai. The contracts

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1 (2015)1 scc 32  
2 (2018)2SCC 602  
3 (2012)4 SCC307

between the Plaintiffs and the Defendants were entered into Mumbai. The payments were made at Mumbai and the further interest as claimed in the present suit are also payable at Mumbai. The contracts provide for jurisdiction at Mumbai. The entire cause of action has arisen in Mumbai. The Honourable Court therefore has jurisdiction to entertain, try and dispose of the present suit.”

8. Mr.Doctor would contend that once the respondents have taken his position that the cause of action for the dispute has arisen within the jurisdiction of the High Court, the respondent now cannot say that this Court lacks jurisdiction merely because the arbitration award is rendered by the Facilitation Council under the MSMED Act at Thane. In support of his contention that this Court has jurisdiction to adjudicate this petition being 'Court' under Section 2(e) of the Arbitration Act, Mr.Doctor has placed reliance on the decision of the Division Bench of this Court in ***“M/s.Delton Electricals Vs. Maharashtra State Electricity Distribution Company Ltd. & Ors.”***<sup>4</sup>

9. Having heard the learned Counsel for the parties and having perused the record, the admitted factual position relevant to decide the issue of jurisdiction of the Court needs to be noted.

10. The dispute between the parties has arisen under a contract

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4 Order dt.31/8/2017, Com.Appeal no.38 of 2017.

T-902 entered between the petitioner and the respondent which was for supply of electrical conductors. The contract was awarded by erstwhile Maharashtra State Electricity Board and its interest now stands vested with the petitioner company. The petitioner (respondent before the arbitral tribunal) has its office at Bandra in Mumbai. The respondent (claimant before the arbitral tribunal) had submitted its tender at Mumbai and the letter of acceptance was issued to the respondent at its address at '24, Jolly Maker Apartments, No.III, Cuffe Parade, Mumbai-400005. The contract between the parties therefore is executed at Mumbai.

11. In 'Annexure A' of the contract, the parties have agreed for the following jurisdiction clause:-

“26.) JURISDICTION:

Any disputes or difference arising under, out of or in connection with this tender or contract if concluded, shall be subject to the exclusive jurisdiction of the 'Bombay Courts'.

12. As disputes arose between the parties invoking the jurisdiction clause in the agreement as noted above, the respondent instituted Summary Suit no.579 of 2002 filed on the original side of this Court claiming interest on delayed payment.

13. By an order dated 14 March 2011 this Court permitted the respondents to withdraw the said summary suit by the learned Single Judge of this Court as the respondents intended to avail of the remedy available under Section 18 of the MSMED Act of an arbitration before the Micro and Small Enterprises Facilitation Council established under Section 20 of the MSMED Act.

14. The arbitration accordingly took place between the respondents as claimants and the petitioners as respondents, before the Micro and Small Enterprises Facilitation Council, Konkan having its office at MIDC Office Complex Bldg, Opp. Modela Mulund Check Naka, Wagale Estate Thane (W)-400604, culminating into the impugned award dated 18 April 2017. On this background, an objection is raised on behalf of the respondents that as the arbitration is held at Thane, this Court has no jurisdiction to entertain this petition under Section 34 of the Arbitration act and it will be the Principal Civil Court at Thane, considering the definition of 'Court' under Section 2(1)(e) of the Arbitration Act. As noted above the contention as urged on behalf of the respondents is also that no part of cause of action has arisen within the jurisdiction of this Court and

the jurisdiction would necessarily lie with the Court where the seat of the arbitrator is located.

15. On the above conspectus, the law as applicable would be required to be considered.

In “*Jindal Vijayanagar Steel (JSW Steel Ltd.) Vs. Jindal Praxair Oxygen Co.Ltd.*”<sup>5</sup> in the context of the jurisdiction of this Court to entertain an application under Section 9 of the Arbitration Act, it was held that for the purpose of determining the original civil jurisdiction of the Bombay High Court, Section 20 of the Code of Civil Procedure has been specifically excluded and would have no application. It was held that the provisions of Clause 12 of the Letters Patent are required to be considered to determine the jurisdiction of the Bombay High Court, which confers jurisdiction on the Bombay High Court to entertain and try the arbitration petition even if no cause of action has arisen within its jurisdiction, provided the respondent has an office at Mumbai. It was held that neither the Code of Civil Procedure nor its principles can be made applicable to the Letters Patent qua Section 16, 17 and 20 of the Code of Civil Procedure. It was held that it was not only impermissible but also

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5 (2006)11 SCC 521

unnecessary to apply the Code of Civil Procedure or import the principles of Section 20 of the Code of Civil Procedure into the Letters Patent. Referring to the decision in "*Food Corporation of India Vs. Evdomen Corporation*"<sup>6</sup> it was observed that that the jurisdiction of the civil Court under Section 20 of the Code of Civil Procedure is different from the jurisdiction of the High Court under Clause 12 of the Letters Patent. The Court in paragraphs 28, 29, 30, 31, 32, 36, 38 and 39 held thus:-

28. In our view, an arbitration petition is required to be filed in a Court having jurisdiction. The definition of the "Court" under the 1996 Act is as follows:-

"Sec.2(e): "Court" means the principal Civil Court of original jurisdiction in a district, and includes the High Court in exercise of its original civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, but does not include any Civil Court of a grade inferior to such principal Civil Court, or any Court Of Small Causes;"(emphasis supplied)

29. "Court" has been defined in the Arbitration Act, 1940 as follows:-

"Sec. 2(c): "Court" means a Civil Court having jurisdiction to decide the questions forming the subject-matter of the reference if the same had been the subject-matter of a suit, but does not except for the purpose of arbitration proceedings under section 21 includes a Small Cause Court;"

30. The definition of "Court" in the two sections are, therefore, *pari materia* except that under the 1996 Act, the definition restricts Subordinate Courts competent to hear such matters to the Principal Civil Court and expressly includes High Courts in exercise of their original civil jurisdiction.

31. On a plain reading of the definition of "Court" under section 2(e) of the 1996 Act, it is evident that the Arbitration Petition can

be filed before:-

(i) a principal Civil Court of original jurisdiction in district.

(ii) a High Court in exercise of its original civil jurisdiction.... having jurisdiction to decide the questions forming the subject matter of the arbitration if the same had been the subject matter of a suit.

32. For the purpose of the present Petition under Section 9 of the 1996 Act, we are concerned with the jurisdiction of the Bombay High Court which is a Chartered High Court under the Letters Patent exercising Original Civil Jurisdiction. It is relevant that there are only three Chartered High Courts in India which exercise jurisdiction under their respective Letters Patent which continue to apply in full force and effect which Letters Patent are inter alia protected by Article 225 of the Constitution.

... ..

36. It may thus be noted that Section 20 of the CPC and Clause 12 of the Letters Patent lay down the same test for determining the court of appropriate jurisdiction in which to proceed against a non-corporate defendant. It is submitted that in the absence of any reason to believe that there was any intention to apply different tests in the CPC and the Letters Patent to determine the appropriate forum to sue a corporate defendant, it cannot be said that the two statutes provide different tests, and that the principles in one cannot be used to interpret the principle in the other.

37. The above argument was countered by Mr. C.A. Sundaram under Section 120 of CPC, 1908. The provisions of Sections 16, 17 and 20 of the Code of CPC are inapplicable to Chartered High Courts exercising Original Civil Jurisdiction under the Letters Patent. Section 120 reads as follows:

"Section 120"- Provisions not applicable to High Court in original civil jurisdiction- (1) The following provisions shall not apply to the high Court in the exercise of its original civil jurisdiction, namely, section 16, 17 and 20."

38. Thus for the purpose of determining the Original Civil Jurisdiction of the Bombay High Court, Section 20 of the CPC 1908 has been specifically excluded and has no application. Only the provisions of clause 12 of the Letters Patent are required to be considered to determine the jurisdiction of the Hon'ble Bombay High Court.

39. Under Clause 12 of the Letters Patent, the Bombay High Court would have jurisdiction to entertain and try an Arbitration Petition even if no cause of action has arisen within its jurisdiction,

provided the Respondent has an office at Mumbai.”

16. In “*M/s.Bhandari Udyog Limited Vs. Industrial Facilitation Council & Anr.*”<sup>7</sup> the facts were quite similar. There was an application under Sections 3 and 4 of the Interest on Delayed Payments to Small Scale and Ancillary Industrial Undertakings Act,1993, by the appellant therein. Also there was a petition filed by the appellant before the Karnataka High Court under Section 11 of the Arbitration act for appointment of an arbitrator. This application was allowed by the Chief Justice Designate directing the Industrial Facilitation Council to arbitrate the disputes and an award was made by the said Council directing respondent no.2 to pay the amounts so specified in the award alongwith the interest. The award was challenged by filing an application under Section 34 of the Arbitration Act before the District Court at Latur by respondent no.2. This on the premise that the delivery of cotton bales had taken place at Latur and the place of business of respondent no.2 was also at Latur and it is the Court of District Judge, Latur which had jurisdiction to entertain the petition under Section 34 of the Arbitration Act. The appellant challenged the jurisdiction of the District Court at Latur to contend that the District Court at Raichur in Karnataka had jurisdiction to entertain the application under

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7 AIR 2015 SC 1320

Section 34 of the Act which came to be rejected by the learned District Judge. Against the said order passed by the learned District Judge, a revision application came to be filed before the High Court which was dismissed, confirming the finding that that as cotton bales were supplied at Latur, the Latur Court has jurisdiction to entertain an application under Section 34 of the Arbitration Act. The Supreme Court set aside the said order passed by the High Court. Referring to the decision in "*State of West Bengal & Ors. VS. Associated Contractors*"<sup>8</sup> and other decisions in the said context, the Supreme Court in paragraphs 9 and 10 observed as under:-

"9. .... it was held that where the agreement between the parties restricted jurisdiction to only one particular court, that court alone would have jurisdiction as neither Section 31(4) nor Section 42 contains a non obstante clause wiping out a contrary agreement between the parties. It has thus been held that applications preferred to courts outside the exclusive court agreed to by parties would also be without jurisdiction."

10. Indisputably, the Arbitration proceeding has been conducted within the jurisdiction of Raichur court, which has jurisdiction as per Section 20 of the Code of Civil Procedure and is subordinate to the High Court of Karnataka which entertained Section 11 Application. Hence, the Award cannot be challenged before a Court subordinate to the High Court of Bombay. Exercise of jurisdiction by such court shall be against the provision of Section 42 of the Act."

17. In "*Indus Mobile Distribution Pvt.Ltd. Vs. Datawind Innovation Pvt.Ltd. & Ors.*"<sup>9</sup> the Supreme Court was considering the

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8 (2015)1 SCC 32

9 AIR 2017 SC 2105

exclusive jurisdiction clause (clause 19) stating that Mumbai Courts have jurisdiction in respect of the disputes arising out of the agreement which ousted all other courts including High Court of Delhi whose judgment was subject matter of challenge in the said case. In the judgment impugned before the Supreme Court the Delhi High Court held that despite parties agreeing that the Court at Mumbai would have jurisdiction in respect of the dispute, as no part of the cause of action arose in Mumbai, only the courts of three territories could have jurisdiction in the matter namely Delhi and Chennai (from and to where goods were supplied), and Amritsar (which is the registered office of the appellant company), and exclusive jurisdiction clause would not apply on facts, as the courts in Mumbai would have no jurisdiction at all. The Court taking review of the law on the issue and clause 19 as agreed between the parties, has held as under:-

“20. A conspectus of all the aforesaid provisions shows that the moment the seat is designated, it is akin to an exclusive jurisdiction clause. On the facts of the present case, it is clear that the seat of arbitration is Mumbai and Clause 19 further makes it clear that jurisdiction exclusively vests in the Mumbai courts. ... ..”

18. In a recent judgment of the Supreme Court in *Emkay Global Financial Services Ltd. Vs. Girdhar Sondhi*<sup>10</sup>, the Court was considering

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10 (2018)9 SCC 49

the case concerning the disputes between the parties where under the agreement dated 3 July 2008 the parties had agreed to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Bye-laws and Operating Instructions issued by CDSL issued from time to time, as if they were set out and formed part of the agreement. Under the arbitration clause the parties agreed that in respect of all disputes and differences that may arise between the parties, the provisions relating to the Arbitration and Conciliation specified under the bye-laws would be applicable. In regard to the jurisdiction of the Court, the parties had agreed to submit to the exclusive jurisdiction of the courts in Mumbai. It was not in dispute that the arbitration proceedings took place under the National Stock Exchange bye-laws. Although the parties had agreed for exclusive jurisdiction to be with civil courts in Mumbai, in relation to the disputes that arose under the bye-laws, the National Stock Exchange referred the disputes to the arbitration of Mr. Mahmood Ali Khan, an arbitrator who held sittings in Delhi and delivered award dated 8 December 2009 rejecting the claim of the respondent. A section 34 petition was filed before the District Court, Karkardooma, Delhi. The learned Additional District Judge referring to exclusive jurisdiction clause contained in the agreement held that he had

no jurisdiction to proceed further in the matter and rejected the Section 34 petition filed in Delhi. In an appeal filed before the High Court, the learned Single Judge of the Delhi High Court set aside the said order passed by the learned additional District Judge holding that the impugned judgment of the learned additional District Judge decided the disputed question of fact without allowing the parties to lead evidence and remanded the matter to the Court of learned Additional District Judge. On the conspectus of these facts, the Court noting its earlier decisions in “*Indus Mobile Distribution (P) Ltd. Vs. Datawind Innovations (P) Ltd. & Ors.*” (supra) and *Bharat Aluminium Co. v. Kaiser Aluminium Technical Services Inc.*<sup>11</sup>, set aside the judgment of Delhi High Court, and held that as agreed between the parties, the Court at Mumbai would have exclusive jurisdiction to entertain the Section 34 petition. The Supreme Court in paragraph 9 held as under:

“9. Following this judgment, it is clear that once courts in Mumbai have exclusive jurisdiction thanks to the agreement dated 3-7-2008, read with the National Stock Exchange Bye-laws, it is clear that it is the Mumbai courts and the Mumbai courts alone, before which a Section 34 application can be filed. ... ..”

19. The learned Counsel for the petitioner has rightly placed

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11 (2012) 9 SCC 552

reliance on the decision of the Division Bench of this Court in the case “*M/s.Delton Electricals Vs. Maharashtra State Electricity Distribution Co.Ltd.*”(supra). The facts of that case are identical to the facts in the case in hand. The appellant therein was also having its business activities at Vasai, District Palgarh. The contract was also a similar contract and it was a similar claim as made by the respondent for interest of delayed payments. The learned Single Judge had set aside the award passed by the Micro and Small Enterprises Facilitation Council, Mumbai. The appellant in the said proceedings raised an objection on the maintainability of the Section 34 application as filed by the appellant therein on the ground that the Bombay High Court on its original side lacked territorial jurisdiction. In paragraph 48 the Court specifically framed a question for determination as to 'whether the Court lacked the territorial jurisdiction to entertain and try the arbitration petition and decide it on merits'. The Court rejected the challenge to the jurisdiction. In paragraph 88 the Court held as under:-

“88. The only argument then remains is of the issue of territorial jurisdiction and in that we find that the documents which are annexed to the References themselves would indicate that if Section 2(1)(e) which is relied upon is to be considered in its entirety had a suit been filed to decide the questions forming the subject matter of the arbitration, it could have been filed on the original side of this Court. Though this is a point of territorial jurisdiction and is, therefore, a mixed question, what we find is that the arguments were based on the pleadings before the learned

single Judge. The pleadings are that the respondent-original arbitral petitioner, challenged an award made by the Industry Facilitation Council, Bench at Mumbai. The Council was seized of a claim and based on a contract which has been placed by the buyer on the supplier. That contract, the details of which have been extensively referred, would enable us to conclude that had a suit been filed, that suit could have been filed by the appellant before us in the ordinary original civil jurisdiction of this Court. The predecessor in title of the MSEDCL is MSEB. Its Material Management Cell (stores), Prakashgad, Bandra, Mumbai, was the one which dealt with the appellant. The order was placed for the goods from this office and establishment of the MSEDCL. It is at Prakashgad, Bandra East, Mumbai. It is that purchase order which resulted in the supply of goods and the raising of bills. The bills were raised on the respondent – MSEDCL at Mumbai. The payment under these bills, after the invoices were duly scrutinized, was to be made and was made from Mumbai. Once the cheques were drawn at Mumbai they were despatched from Mumbai, then a substantial part of the cause of action, coupled with the prior steps under the contract arose at Mumbai. That would have enabled the parties to file a suit and to recover the sum or amount due as interest at Mumbai and in the ordinary original civil jurisdiction of this Court. In such circumstances, even if Mr.Madkholkar's argument based on the ground introduced in appeal is considered, we do not think that this Court lacked the territorial jurisdiction in taking cognizance and deciding the arbitration petition. We do not think that the arbitration petition was decided without jurisdiction. Equally, there is merit in the argument of Mr.Joshi that an objection to the territorial jurisdiction could have been raised before us but there is no proof of any failure of justice. The entire arbitration petition was contested before the learned single Judge and equally in appeal on all points. Before the learned Single Judge the arbitration petition was contested on merits by the appellant. The appellant having taken its chance, in the facts and circumstances of the present case, it does not lie in its mouth to now urge that this Court lacked territorial jurisdiction. More so, it has approached this Court so as to seek enforcement and institution of the award.”

20. In another recent judgment of the Supreme Court in “*Union of India vs. Hardy Exploration and Production (India) Inc.*”<sup>12</sup> the Supreme

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12 2018(11) SCALE 733

Court has held that 'when a 'place' is agreed upon, it gets the status of seat which means the juridical seat.' It was held that when only the term 'place' is stated or mentioned and no other condition is postulated, it is equivalent to 'seat' and that finalises the facet of jurisdiction.'

21. Adverting to the above principles of law in their application to the facts of the present case, it is clear that there is an agreement between the parties conferring jurisdiction in the Court at Mumbai. The parties have restricted the jurisdiction to one particular court at Mumbai and thus that Court alone would have jurisdiction to entertain this petition under Section 34 of the Act. It is well settled that where more than one court has jurisdiction, it would be open to the parties to exclude the other court while conferring jurisdiction on one court. (see *Swastik Gases Pvt. Ltd. Vs. Indian Oil Corporation Ltd.*<sup>13</sup>). Further applying the Letters Patent of the High Court, the provisions of Sections 16 to 20 of the CPC are not applicable as held by the Supreme Court in *Jindal Vijayanagar Steel (JSW Steel Ltd.) Vs. Jindal Praxair Oxygen Co.Ltd.* (supra). Thus, the contention as urged on behalf of the respondent of the part of the cause of action to have arisen within the jurisdiction of the Thane Court

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13 (2013)9 SCC 32

even otherwise cannot be accepted.

22. It is hence quite clear that in the present case the parties having agreed that the disputes and differences arising under the said contract shall be subject to exclusive jurisdiction of Mumbai Court, then this Court alone would have jurisdiction to entertain the present petitions under Section 34 of the Act.

23. The decision in *State of West Bengal Vs. Associated Contractors* (supra) as relied on behalf of the respondents, in my opinion, would not assist the respondent in the facts of the present case. The issue in that decision fell for consideration of the Supreme Court was in the context of Section 42 of the Act. In the facts of the said case, Calcutta High Court exercising jurisdiction under clause 12 of the Letters Patent had passed an interim order under Section 9 of the Act before the commencement of arbitration proceeding. The contention of the respondent therein was that by virtue of Section 42 of the Act, it is only the Calcutta High Court which had jurisdiction to entertain and try an application under Section 34 for setting aside the award. On the other hand, the appellant therein contended that it would be the Principal Civil

Court as defined under Section 2(1)(e) of the Act which can entertain and decide an application under Section 34 of the Act for setting aside the award. The Supreme Court considering the provisions of Section 42 read with Section 2(1)(e) the Act and law held that Calcutta High Court would have jurisdiction.

24. In view of the above discussion, the objection of the respondents that this Court would lack jurisdiction to entertain the petition under Section 34 of the Act is surely without any merit. It is accordingly rejected. The Court shall accordingly proceed to hear the parties on merits of the matter.

**Commercial Arbitration Petition Nos.457 of 2017, 463 of 2017 and 458 of 2017.**

25. In my considered opinion, the above discussion would fully be applicable also in rejecting the objection as raised on behalf of the respondents to the jurisdiction of the Court to entertain and try these arbitration petitions under Section 34 of the Act.

26. It needs to be noted that these respondents stand on different

footings than the respondent in the above arbitration petition (Maharashtra State Electricity Distribution Co.Ltd. Vs. Prerna Cables Pvt.Ltd.) inasmuch as the cause title clearly indicates that the respondents have their offices at Mumbai as also their manufacturing activities are in Mumbai. Accordingly, these petitions would also now be taken up for hearing on merits.

27. Mr.Dhole, learned Counsel for the respondent/claimant seeks time to file a reply affidavit on behalf of respondents and to oppose these petitions.

28. Reply affidavit be filed on or before 7 January 2019.

29. List these petitions for admission on 14 January 2019 (H.O.B.)

(G.S.Kulkarni, J.)