

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Civil Revision Petition No. 192/2022

Pradeep Kumar S/o Shri Vilayatiram, Aged About 52 Years, By
Caste Agarwal, R/o Ward No. 12, Padampur, Distt.
Shriganganagar. (Raj.)

-----Petitioner

Versus

1. Mohanlal Shri Vilayatiram, By Caste Agarwal, Aged About
66 Years, R/o Ward No. 12, Padampur, Sriganganagar.
(Raj.)
2. Firm M/s. National Oil Corporation Padampur, Through
Mohanlal S/o Shri Vilayatiram, By Caste Agarwal, R/o
Ward No. 12, Padampur, Distt. Sri Ganganagar, Raj.
3. Indian Oil Corporation, Through Divisional Manager Indian
Oil Corporation Ltd. Jodhpur Divisional Office, Oil
Bhanwan, Sector 12, Chopasni Housing Board, Johdpur.

-----Respondents

For Petitioner(s)	:	Mr. Pradeep Kumar, petitioner present in person
For Respondent(s)	:	Mr. Vimal Kumar, Son of respondent present in person

HON'BLE MS. JUSTICE REKHA BORANA

Order

21/03/2023

Learned counsel are not appearing for the parties apparently
for the reason that they are abstaining from work pursuant to the
call given by the office of the bearers of the Bar Association. Such
non-appearance is clearly illegal and in breach of the order passed
by the Hon'ble Supreme Court in the case of **Ex. Capt. Harish
Uppal Vs. Union of India & Anr. [2003 (2) SCC 45]**.

Mr. Pradeep Kumar, petitioner and Mr. Vimal Kumar, son of
the respondent No.1 Mr. Mohan Lal are present in person.

The matter comes upon an application for vacation of the interim order dated 21.11.2022 as preferred by respondent No.1.

Mr. Pradeep Kumar appearing on behalf of respondent No.1 submits that the partnership deed executed between the parties which comprised of an arbitration clause, was dissolved vide the dissolution deed dated 01.08.2021 and therefore, the same did not remain in existence as the partnership itself was dissolved. The arbitration clause which formed part of that deed cannot govern the dispute anymore and therefore, the Civil Court only would have jurisdiction to decide the matter. He submitted that therefore, the interim order dated 21.11.2022 whereby further proceedings in the suit had been stayed by this Court, deserves to be vacated.

Per contra, the petitioner present in person submits that even if the dissolution deed is admitted, a dispute has been raised by him before the respondent No.2-Oil Company also regarding the reconstitution of the firm. The agreement between the present partners and the Oil Company also contains an arbitration clause and in view of the clause in the said agreement also, the matter could be referred to arbitration only and the Civil Court would have no jurisdiction to decide the said dispute.

A perusal of the record makes it clear that both the partnership deed as well as the dealership agreement with the Oil Company comprise of an arbitration clause. Clause 16 of the dealership agreement specifically provides for a dispute to be settled by arbitration.



In view of the above facts, this Court does not find any ground to vacate the interim order dated 21.11.2022 and the application for vacation of interim order is therefore, dismissed.

The interim order dated 21.11.2022 is confirmed till the disposal of the present revision petition.

The stay petition is disposed of.

Let the revision petition be listed for hearing on 18.04.2023.

(REKHA BORANA),J