

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Arbitration Application No. 130/2025

URN: ARBAP / 197U / 2025

Pradeep Jain S/o Prakash Chand Jain, Aged About 44 Years, R/o
M/s. Sanskruti Shopping Arcade No.3/144, Near Railway
Crossing Jaipur Road, Dausa (Raj.).

----Applicant

Versus

1. The Chairman, GTL, Infrastructure Ltd. Mastrol House,
MIDC Building No.2, Sector-2, Milenium Business Park,
Mahapey, Navi Mumbai-400710.
2. Authorize Signatory, (Branch Office), GTL Infrastructure
Ltd., Third Floor, Gitanjali Tower, Unit No.312 to 319, Civil
Lines, Bombay Walo Ka Bagh, Ajmer Road, Jaipur-
302006.
3. Naresh Israni S/o M.R. Israni, Third Floor, Gitanjali Tower,
Unit No.312 to 319, Civil Lines, Bombay Walo Ka Bagh,
Ajmer Road, Jaipur-302006.

----Respondents

For Applicant(s) : Ms. Sweta Pareek

HON'BLE THE ACTING CHIEF JUSTICE MR. SANJEEV PRAKASH SHARMA

Order

03/07/2026

1. The present application under Section 11(6) of the Arbitration & Conciliation Act, 1996 (for brevity "the Act of 1996") has been filed before this Court seeking appointment of an arbitrator to resolve the dispute which has arisen between the parties.

2. Learned counsel appearing on behalf of the applicant submits that as per Clause 16 of the Agreement, since a dispute has arisen, reference may be made of the dispute to the Arbitrator to

be appointed by this Court, as after the dispute arose they had sent a notice to which the respondents have not responded.

3. Learned counsel appearing for applicant has also submitted that in the case of **Indus Mobile Distribution Pvt. Ltd. vs. Datawind Innovations Pvt. Ltd. & Ors.** AIR 2017 Supreme Court 2105, the definition of “Court” has been quoted. She therefore, submits that though the seat of arbitration has been decided to be at Pune, the present Arbitration Application filed under Section 11 of the Act of 1996 would lie in Rajasthan too, as cause of action has arisen in Rajasthan.

4. Clause 16 of the Agreement reads as under:

“16. Any dispute or claim between the parties hereto arising out of or relating to this agreement, or its implementations and / or its effect, or the breach, termination, due to efflux of time or otherwise, or invalidity thereof, either during its subsistence or after its termination, shall be referred to the arbitration of a sole arbitrator in accordance with the provisions of Arbitrations and Reconciliation Act 1996. The Arbitration shall be held at Pune.”

5. I have considered the submissions.

6. On perusal of the Agreement, it is apparent that a seat for arbitration has been chosen by both the parties to be at Pune (Maharashtra). The jurisdiction of this Court, therefore, would not lie in appointing an arbitrator at Maharashtra to conduct the arbitration in Pune.

7. I also find that while noticing the various provisions of law, the Hon'ble Supreme Court in the case of **Indus Mobile Distribution Pvt. Ltd.** (supra), ultimately, had 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. Under the Law of Arbitration, unlike the Code of Civil Procedure which applies to suits filed in courts, a reference to "seat" is a concept by which a neutral venue can be chosen by the parties to an arbitration clause. The neutral venue may not in the classical sense have jurisdiction-that is, no part of the cause of action may have arisen at the neutral venue and neither would any of the provisions of Sections 16 to 21 of the CPC be attracted. In arbitration law however, as has been held above, the moment "seat" is determined, the fact that the seat is at Mumbai would vest Mumbai courts with exclusive jurisdiction for purposes of regulating arbitral proceedings arising out of the agreement between the parties.

21. It is well-settled that where more than one court has jurisdiction, it is open for parties to exclude all other courts. For an exhaustive analysis of the case law, see Swastik Gases Private Limited v. Indian Oil Corporation Limited (2013) 9 SCC 32. This was followed in a recent judgment in B.E. Simoes Von

Staraburg Niedenthal and another v. Chhattisgarh Investment Limited. (2015) 12 SCC 225. Having regard to the above, it is clear that Mumbai courts alone have jurisdiction to the exclusion of all other courts in the country, as the juridical seat of arbitration is at Mumbai. This being the case, the impugned judgment is set aside. The injunction confirmed by the impugned judgment will continue for a period of four weeks from the date of pronouncement of this judgment, so that the respondents may take necessary steps under Section 9 in the Mumbai Court. Appeals are disposed of accordingly.”

8. In view of above, the issue is no more *res integra* that only the Court in Maharashtra (where the jurisdiction of Pune would lie) will have jurisdiction to decide the dispute. The arbitrator, therefore, would have to be appointed by the Bombay High Court in terms of Section 11(6) of the Act of 1996. The arbitration application filed before this Court, therefore, is found to be misconceived. The same is accordingly dismissed.

9. The original documents may be released to the applicant with liberty to take up the matter before the appropriate forum.

(SANJEEV PRAKASH SHARMA), ACTING CJ