

Cars24 Services Pvt. Ltd vs Cyber Approach Workspace Llp on 28 August, 2020

Author: C. Hari Shankar

Bench: C. Hari Shankar

\$~3(original side)

* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ ARB.P. 328/2020 & I.A. 7466/2020, I.A. 7467/2020, I.A. 7468/2020

CARS24 SERVICES PVT. LTD.

..... Petitione

Through: Mr. Yash Srivastava and
Ms.Satakshi Sood, Advs.

versus

CYBER APPROACH WORKSPACE LLP Respondent

Through: Mr. Praveen K. Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER

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28.08.2020

(Video-Conferencing)

I.A. 7466/2020 (for exemption) in ARB.P. 328/2020

1. Exemption allowed subject to all just exceptions.

2. The application is disposed of.

I.A. 7467/2020 (for exemption from filing attested affidavit) in

1. Subject to the requisite being done, as stated in this application, within 72 hours of resumption of normal court work, exemption is granted for the present subject to just exceptions.

2. The application is disposed of.

I.A. 7468/2020 (for exemption from filing court fee) in ARB.P.

1. Subject to the requisite being done, as stated in this application, within 72 hours of resumption of

normal court work, exemption is granted for the present subject to just exceptions.

2. The application is disposed of.

1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996, for appointing an arbitrator.

2. Mr. Praveen Sharma, learned Counsel for the respondent submits that, though he has no objection to the appointment of an arbitrator, the issue of territorial jurisdiction, of this Court, to entertain the present petition, may have to be examined, in the light of Clause 25.4 of the agreement between the parties, which reads thus :

"Parties have agreed that all the Disputes arising out of this Deed shall be referred to a Sole Arbitrator who shall be mutually appointed by the parties, failing which either Party may approach a court of competent jurisdiction at Haryana for appointment of the Sole Arbitrator in terms of the Arbitration and Conciliation Act, 1996 (Act) as amended from time to time. The arbitration proceedings shall be conducted in terms of the Act. The award of the Sole Arbitrator shall be reasoned and in written, which shall be final and binding upon the Parties. It has been further agreed between the Parties that Arbitration proceedings shall be conducted in English Language and the seat of Arbitration will be at New Delhi, India."

(Emphasis supplied)

3. Mr. Yash Srivastava, learned Counsel for the petitioner in support of his petition has relied on the decisions in Devyani International Ltd. v. Siddhivinayak Builders and Developers¹, N.J. Construction v. Ayursundra Health Care Pvt. Ltd.², and the judgment, dated 6th July, 2020 of a Coordinate Single Bench of this Court in Arb. P. 662/2019 (Aarka Sports Management Pvt. Ltd. v. Kalsi Buildcon Pvt. Ltd.).

4. This Court has noted, on earlier occasions, that the issue of territorial jurisdiction where the agreement specifies a Court other than the Courts at Delhi, to be the Court vested with exclusive jurisdiction to operate the arbitration clause, requires consideration, in the light of various decisions on the point including, inter alia, the judgment of the Supreme Court in Swastik Gases Pvt. Ltd. v. Indian Oil Corporation Limited³.

5. It is not possible to hear this matter today, as there are a number of part-heard matters to be heard.

6. Accordingly, renotify on 8th September, 2020 for disposal at the end of the board subject to part-heard matters, if any.

C. HARI SHANKAR, J.

2017 SCC OnLine Del 11156 2018 SCC OnLine Del 7009 (2013) 9 SCC 32 AUGUST 28, 2020/kr