



2026:DHC:4111



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Date of Decision: 07th May, 2026**

+ O.M.P. (COMM) 231/2026

M/S VSERV INSURANCE SERVICES PVT LTDPetitioner

Through: Mr. Vijay Sharma with Ms. Swagoti
Batchas, Ms. Simar Reet Narang and
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versus

M/S DLF LIMITED & ORS.Respondents

Through: Mr. Rakesh Khanna with Ms. Nandini
Gore, Ms. Swati Bhardwaj, Mr. Akhil
Abraham Roy, Mr. Rohan Khanna
and Mr. Arvind Singh Yadav,
Advocates.
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CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

MINI PUSHKARNA, J. (Oral):

1. The present petition has been filed under Section 34 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") challenging the Arbitral Award dated 11th December, 2025 passed by the learned Sole Arbitrator in the matter of arbitration between "*M/s Vserv Insurance Services Private Limited Versus M/s DLF Limited and Others*".



2. At the outset, learned counsel appearing for the respondents has drawn the attention of this Court to Clause 38 of the Conveyance Deed dated 11th November, 2014, being the Arbitration Clause between the parties, and the same, as occurring in the Arbitral Award, is reproduced as under:

“xxx xxx xxx

13. Arbitration clause between the Parties is clause 38 in the conveyance deed dated 11.11.2014 which is reproduced below:



“38. All or any dispute arising out of or relating to or concerning or touching this Conveyance deed including the interpretation and validity of the terms thereof shall be referred

by any party to a sole arbitrator who shall be appointed by the Vendor and whose decision shall be final and binding upon the Parties. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any other statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location to be decided the Arbitrator. The vendee shall have no objection to such appointment even if the person so appointed, as the sole arbitrator, is an employee or advocate of the vendor or is otherwise connected to Vendor. The Parties agree that no other person shall have the power to appoint the sole arbitrator. The Courts at Jalandhar alone and the Punjab & Haryana High Court at Chandigarh shall have the jurisdiction.”

xxx xxx xxx”

3. By referring to the aforesaid Clause 38, learned counsel appearing for the respondents submits that the Courts at Jalandhar and the Punjab and Haryana High Court at Chandigarh, shall alone have the exclusive jurisdiction to entertain the present petition.

4. *Per contra*, learned counsel appearing for the petitioner draws the attention of this Court to Arbitration Clause, i.e., Clause 51 of the Retail/Commercial Office Space Buyer’s Agreement (“Space Buyer’s Agreement”) dated 25th July, 2005, and the same is reproduced as under:

“xxx xxx xxx



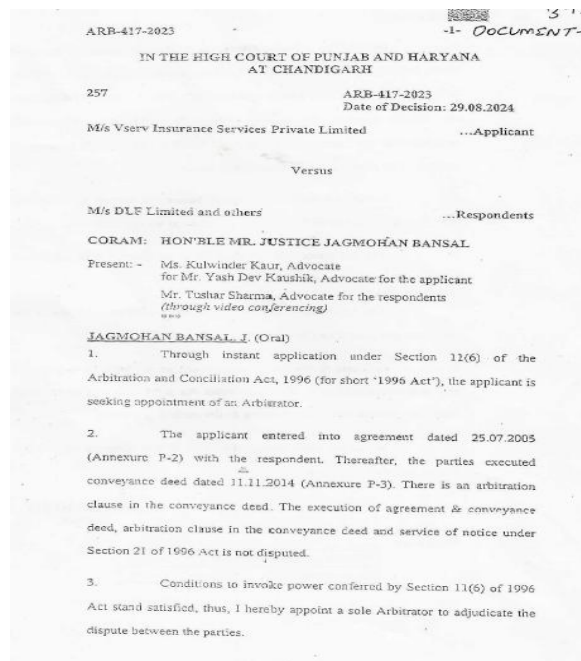
51. Arbitration

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi or New Delhi by a Sole Arbitrator who shall be appointed by the Intending Seller and whose decision shall be final and binding upon the parties. The Intending Allottee hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the arbitrator is an employee or advocate of the Intending Seiler or otherwise connected with the Intending Seller and the Intending Allottee confirms that notwithstanding such relationship/connection, the Intending Allottee shall have no doubts as to the independence or impartiality of the said Arbitrator. The Courts at Jalandhar alone and the Punjab & Harayana High Court at Chandigarh alone shall have the jurisdiction.

xxx xxx xxx”

5. By referring to the aforesaid, learned counsel appearing for the petitioner submits that the aforesaid Arbitration Clause categorically stipulates that arbitration proceedings shall be held at an appropriate location in Delhi or New Delhi. He, thus, submits that this Court would have jurisdiction to entertain the present petition.

6. Having heard learned counsels for the parties, this Court notes that the sole arbitrator had been appointed by the Punjab and Haryana High Court *vide* order dated 29th August, 2024. The said order reads as under:





2026:DHC:4111



2024-PHC:111845 343

ARB-417-2023 -2-

4. Mr. Justice Adarsh Kumar Goel, Retired Judge of Supreme Court, residing at C-2/24, Safdarjung Development Area, New Delhi-110016, Mobile No.9910213040 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

5. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the Arbitrator at his convenience.

6. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.

7. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.

8. Needless to mention, parties would be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.

9. A request letter along with copy of this order be sent to Mr. Justice Adarsh Kumar Goel.

(JAGMOHAN BANSAL)
JUDGE

29.08.2024
Mohit Kumar

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No

7. Thus, it is clear that even the appointment of the sole arbitrator had been done by the Punjab and Haryana High Court. Further, perusal of the aforesaid clauses viz. Clause 38 of the Conveyance Deed and Clause 51 of the Space Buyer's Agreement, which govern the relationship between the parties, clearly shows that Courts at Jalandhar and the Punjab and Haryana High Court at Chandigarh, alone shall have jurisdiction.

8. Thus, it is clear that the Courts at Jalandhar and the Punjab and Haryana High Court at Chandigarh have exclusive jurisdiction over the subject matter of the present case.

9. The mere fact that Clause 51 of the Space Buyer's Agreement, as reproduced hereinabove, stipulates that arbitration proceedings shall be held



at an appropriate location in Delhi or New Delhi, does not confer any jurisdiction on this Court. The purpose of the aforesaid Clause 51 is only to fix the venue of the arbitration proceedings.

10. At this stage, it shall be apposite to refer to the decision in the case of ***Cravants Media Private Limited Versus Jharkhand State Co. Operative Milk Producers Federation Ltd. and Another, 2021 SCC OnLine Del 5350*** wherein the Court held that whether the intention of the parties in specifying a location for arbitral proceedings is merely to fix a convenient ‘venue’ or a seat/place of arbitration, has to be ascertained from the language of the arbitration agreement. The Court further held that where the arbitration agreement between the parties mentions certain Courts to have exclusive jurisdiction, the same would act as a contrary *indica* to the parties regarding the venue to be the seat of arbitration. The relevant paragraphs of the aforesaid judgment are reproduced as under:

“xxx xxx xxx

9. In *Cinopolis India Pvt. Ltd. v. Celebration City Projects Pvt. Ltd. : (2020) 2 Arb LR 355 (Del)*, this Court dealt with the controversy regarding an Arbitration Clause which provided that the “place” of arbitration shall be New Delhi. However, one of the sub-clauses provided that the courts in Ghaziabad would have ‘exclusive jurisdiction’ on the subject matter of the agreement in question. This Court following the decision of the Constitution Bench of the Supreme Court in *Bharat Aluminum Company v. Kaiser Aluminum Technical Services (supra)* and *Indus Mobile Distribution Pvt. Ltd. v. Datawind Innovations Pvt. Ltd. : (2017) 7 SCC 678*, rejected the contention that it would not have the jurisdiction to entertain the petition.

10. Paragraph 31 of the said decision reads as under:

“31. What emerges therefore by reading of the various judgments referred to above is that it is really the seat of arbitration which is akin to an exclusive jurisdiction clause. Where there are no contrary provisions in the agreement, the place would be the juridical seat which would determine the



territorial jurisdiction of a Court. Where the words in the arbitration clause are neither seat nor place and the arbitration clause only refers to words such as ‘venue’ or “held in” the intent of the parties would have to be seen from the agreement. If the parties intend that the arbitration proceedings are to be held as a whole at that particular venue then the venue also becomes a juridical seat. It is also clear from the now well settled law that it is the seat or the juridical seat which will be the guiding factor for a Court to determine its jurisdiction while examining a petition under Section 11 of the Act.”

11. The question whether the intention of the parties in specifying a location for arbitral proceedings is merely to fix a convenient ‘venue’ or a seat/place of arbitration has to be ascertained from the language of the arbitration agreement.

12. In the present case, Clause 16.5 of the Agreement expressly provides that if any disputes arise out of the Agreement, the same would be subject to the sole and exclusive jurisdiction of the Courts at Delhi. It is also necessary to note that Clause 16.5 is part of Article 16 of the Agreement, which is captioned “Disputes Resolution and Governing Law’. Thus, Clause 16.2 and 16.5 of the Agreement are required to be read together to ascertain the intention of the parties.

13. Clause 16.2 of the Agreement uses the word “venue”. This clearly indicates that the parties had agreed that the venue of the arbitration shall be Ranchi and not the place of arbitration. It is clear from a conjoint reading of the two clauses (Clause 16.2 and 16.5 of the Agreement) that the parties had agreed that the venue of arbitration would be Ranchi but the court at Delhi would have the exclusive jurisdiction. Thus, Ranchi must be considered only as the venue of arbitration and not the place or seat of arbitration.

14. In Isgec Heavy Engineering Ltd. v. Indian Oil Corporation Ltd. (supra), a Coordinate Bench of this Court had interpreted a similar clause where the parties had agreed that the venue of arbitration shall be New Delhi. However, in another clause the parties had agreed that all actions and proceedings arising out of or related to the contract shall lie only in the courts of competent jurisdiction at Guwahati. In the aforesaid context, the Court held that the clause of the agreement in question, which expressly provides that Courts at Guwahati would have exclusive jurisdiction was the contrary indicator within the exception as held by the Supreme Court in BGS SGS Soma v. NHPC Ltd. (supra).



15. On a plain reading of Article 16 of the Agreement, it is apparent that the parties had agreed that the venue of the arbitration would be Ranchi. However, that does not lead to the conclusion that the arbitration would be seated at Ranchi. This Court is unable to accept that Clause 16.5 is only restricted to civil proceedings other than arbitration. The placement of the Clause 16.5 in Article 16 of the Agreement, which relates to “Dispute Resolution”, indicates to the contrary.

16. In view of the above, the contention that this Court does not have jurisdiction to entertain the present petition is rejected.

xxx xxx xxx”

(Emphasis Supplied)

17. This Court also takes note of the submission made by learned counsel appearing for the respondent that the respondents have already approached the Courts at Jalandhar, and filed a petition under Section 34 of the Arbitration Act challenging the Arbitral Award in question in the present matter. He submits that the said petition before the Jalandhar Court was listed on 18th April, 2026, and notice has been issued for 22nd September, 2026.

18. Accordingly, the present petition is disposed of in the aforesaid terms, with liberty to the petitioner to approach the appropriate Court of jurisdiction.

MINI PUSHKARNA, J

MAY 7, 2026

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