



2026:DHC:1345



\$~33

\* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision:16.02.2026

+ ARB.P. 309/2026

M/S SAPPHIRE INFRACARE LLP .....Petitioner

Through: Mr. Utsav Jain and Mr. Manish Bhojwani, Advocates.

versus

THIRANI BUILDCON PVT LTD .....Respondent

Through:

**CORAM:**

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR**

%

**JUDGEMENT (ORAL)**

**HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [“Act”], seeking the appointment of a Sole Arbitrator.

2. The relevant clause is stated to be Clause 23 of the Work Order dated 01.07.2021[“Agreement”] and the same is as follows:

**“23. Governing Law, Jurisdiction & Arbitration:** The Parties hereto agree that the courts and tribunals in Gautam Budh Nagar shall have the exclusive jurisdiction and shall be governed in accordance with the laws of India

23.1. Arbitration:- In the event of any claim, dispute or difference arising out of or in connection with the interpretation or implementation of the agreement or out of or in connection with any breach, or alleged breach of the agreement (hereinafter referred



to as "the dispute") between the parties, the parties hereby agreed to refer sole arbitrator appointed by the SIL. The Owner shall be only entitled to select the sole Arbitrator. The proceedings shall be governed by the Arbitration and Conciliation Act of 1996 with any statutory modification thereto or reenactment thereof. The venue for holding such arbitration proceedings would be Gautam Budh Nagar /Delhi.

23.2. The customer do hereby unequivocally agrees to these terms without any reservation voluntarily and it has been agreed that the proceeding shall be conducted in English, the cost of the arbitration proceeding shall be borne by the parties equally unless the Arbitrator appointed in the matter passes any Award otherwise. It has further been agreed between the parties that in the event the Sole Arbitrator so selected is unable to accept appointment within a fortnight from the date of notice the owner shall have the right to select other Sole Arbitrator from the said panel so as to continue with the Arbitration proceeding and that the Award passed by the Sole Arbitrator shall be final and binding on the parties and the parties agree to be bound thereby and to act accordingly

23.3. It is further agreed between the parties, that for the purpose of availing of CIAA panel of Arbitrators and/or Rules framed thereunder, make payments of necessary fees which are to be borne by the parties jointly and for such purpose to take all such steps whatsoever is required, the customer does hereby authorize the Owner to take all necessary steps on its behalf which the customer shall be deemed to have ratified The aforesaid provisions shall survive the termination / expiry of the Agreement.”

*(Emphasis Supplied)*

3. A perusal of the above stated arbitration clause makes it evident that exclusive jurisdiction with respect to dispute resolution is conferred with the Courts in Gautam Budh Nagar, while Clause 23.1 of the said clause further reveals that the venue of the arbitration proceedings would be at Gautam Budh Nagar or Delhi.

4. Therefore, it is evident that the parties have unequivocally agreed upon Gautam Budh Nagar or Delhi as the venue of arbitration and have vested the Courts at Gautam Budh Nagar with exclusive jurisdiction.



5. Further, this Court also derives support from the decision of a Co-ordinate Bench of this Court in ***CVS Insurance and Investments vs. Vipul IT Infrasoft Pvt. Ltd. [(2017) SCC OnLine Del 12149]***, where the Court examined and interpreted an arbitration clause which was of a similar nature as well as similarly worded. The relevant paragraphs of the said judgement are set out herein under:

“3. Article 12 of the Agreement dated 1.1.2013 assume relevance for the controversy raised and it notes:

#### **ARTICLE 12 : ARBITRATION AND JURISDICTION**

12.1 This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws of India.

12.2 Any dispute arising between the parties in relation to this Agreement and its schedules, annexures (if any) or the Maintenance Agreement or any other congruent Agreement, shall first be tried to be amicably resolved by the parties. Failing amicable resolution within 30 days of the commencement of negotiations, the dispute shall be referred to a Sole Arbitrator as appointed by the Company. The Intending Sub Lessee hereby agrees and confirms that it shall have no objection to such appointment. The Arbitration shall be conducted as per the Arbitration and Conciliation Act, 1996 or its statutory modifications, amendments or reenactments thereof. The Award of the Arbitrator shall be final and binding upon the parties. The venue of arbitration shall be Noida/New Delhi.

12.3 It is agreed by and between the Parties hereto that the arbitration proceedings and all other matters connected to arbitration and any disputes, suits, complaints, litigation, claim or any other matter arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of Courts at Noida.

4. What Article 12.2 above lays is the venue of arbitration and not the seat of arbitration. Admittedly there cannot be two or more seats of arbitration though the venue of arbitration may depend upon convenience of the parties, which fact is noted in Article 12



above giving exclusive jurisdiction to courts at Noida while keeping Delhi and Noida as venue for arbitration.

\*\*\*\*\*

**13. Now simply to allege there being no High Court in NOIDA would not confer the jurisdiction upon the Courts at U.P.; would be stretching the Article 12 (supra) too much. The subject agreement when refer to the venues of arbitration be at NOIDA/New Delhi it relate only to the convenience of parties in holding arbitral hearings and does not in any way confer jurisdiction upon Delhi Courts. Thus in the light of an exclusive jurisdiction clause in relation to arbitration proceedings, which excludes the jurisdiction of all other Courts than the Court mentioned therein, the application would only lie before the High Court exercising jurisdiction over NOIDA, Uttar Pradesh and not before this Court.**

**14. The petition is accordingly dismissed. No order as to costs.”**

*(Emphasis supplied)*

6. As is evident, the arbitration clause in the present case is couched in similar terms. In the considered view of this Court, the reference to New Delhi therein is merely as one of the alternative locations for conducting the arbitral proceedings, *i.e.*, the *venue*, alongside Gautam Budh Nagar, depending upon the convenience of the parties. However, from the jurisdictional standpoint, the parties have unequivocally agreed that the *seat* of arbitration, and consequently the territorial jurisdiction, shall vest in Gautam Budh Nagar.

7. In view thereof, this Court is constrained to hold that it lacks territorial jurisdiction to entertain the present Petition.

8. Accordingly, the present Petition is dismissed on the ground of want of territorial jurisdiction. However, it is clarified that the parties shall be at liberty to pursue such remedies as may be available to them, in accordance with law, before the Court of competent jurisdiction.

9. Consequently, the present Petition, along with pending



2026:DHC:1345



Application(s), if any, is disposed of in aforesaid terms.

10. No order as to costs.

**HARISH VAIDYANATHAN SHANKAR, J.**

**FEBRUARY 16, 2026/ v/va/dj**