



2025:DHC:7562-DB



\$~1 (Spl. Bench)

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

***Date of decision: 29.08.2025***

+ FAO (COMM) 84/2024

M/S SHIV SHAKTI INTERNATIONAL PVT LTD

.....Appellant

Through: Mr.Kushagra Bansal and  
Mr.Naman Gari, Advs.

versus

PURSIYA JITENDER KUMAR & ANR. ....Respondents

Through: Mr.Uday Gupta, Sr. Adv. with  
Mr.Rajiv Ranjan and Mr.Harish  
Dasan, Advs. for R-1

**CORAM:**

**HON'BLE MR. JUSTICE NAVIN CHAWLA**

**HON'BLE MR. JUSTICE TEJAS KARIA**

**NAVIN CHAWLA, J. (ORAL)**

**CM APPL.54608/2025 (Exemption)**

1. Allowed, subject to all just exceptions.

**REVIEW PET. 412/2025**

2. This Review Petition has been filed seeking review of our Judgment dated 03.07.2025, whereby the appeal filed by the appellant herein has been dismissed, *inter alia*, observing as under:

*“19. The above jurisdiction clause in **Swastik Gases** (supra) and the jurisdiction clause in present case are similar. As **Swastik Gases** (supra) is a subsequent and larger bench of 3-Judge decision that has considered and explained the 2-Judge bench decisions in **A.B.C. Laminart** (supra) and **R.S.D.V. Finance** (supra), the ratio in **Swastik Gases** (supra) that it is not necessary to use words*



*like “alone”, “only”, “exclusive” or “exclusive jurisdiction” whilst providing for jurisdiction clause in the agreement shall be binding. So long as the agreement clearly and unambiguously provides that Courts at one of the places where the cause of action has arisen shall have jurisdiction, that Court alone shall have the jurisdiction.”*

3. The present Review Petition has been premised only on the typographical error that has crept in Paragraph 19 of our Judgment, wherein we have referred to the Judgment of the Supreme Court in ***R.S.D.V. Finance Co. Pvt. Ltd. v. Shree Valabh Glass Works Ltd.***, (1993) 2 SCC 130, as a Judgment pronounced by a two-Judge Bench, whereas it is actually pronounced by a three- Judge Bench.

4. In our view, the said typographical error will not make any difference to the final opinion in the Judgment of this Court, wherein this Court has held that the agreement between the parties, in the present case, has vested exclusive jurisdiction with the Courts at Gandhidham.

5. We, therefore, find no merit in the present Review Petition. The same is, accordingly, dismissed.

**NAVIN CHAWLA, J**

**TEJAS KARIA, J**

**AUGUST 29, 2025/sg/VS**