

Abdul Haque Vs. I.C.D.S. Ltd.

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SooperKanoon Citation : sooperkanoon.com/721764

Court : Kerala

Decided On : Jan-16-2003

Reported in : 2003(2)KLT166

Judge : K.S. Radhakrishnan and; K. Padmanabhan Nair, JJ.

Acts : [Arbitration and Conciliation Act, 1996](#) - Sections 2

Appeal No. : C.M.A. No. 17 of 2002

Appellant : Abdul Haque

Respondent : i.C.D.S. Ltd.

Advocate for Def. : S.R. Dyananda Prabhu and; K.S. Rajesh, Adv.

Advocate for Pet/Ap. : P.K. Ravindran Puzhankara and; Jayasree Manoj Kumar, Adv.

Judgement :

K.S. Radhakrishnan, J.

1. This appeal is preferred against the order in Arbitration O.P. No. 266/2000 on the file of the District Court Ernakulam. An application was filed under Section 34 of the [Arbitration and Conciliation Act, 1996](#) for setting aside the award' dated 29.4.2000 passed by the 2nd respondent herein. Application was resisted by the

1st respondent on the plea that such a petition would not be maintainable in the District Court, Ernakulam. Reference was made to Clause 20 of the agreement between the parties. Clause 20 of the said agreement reads as follows:-

'This Agreement is made and accepted at Manipal and hire instalments specified in Schedule 'B' shall be payable at Manipal or such other places specified by the owner and all the terms and conditions of this Agreement are to be observed and performed at there itself and the Courts in Dakshina Kannada alone and no other Courts whatsoever will have jurisdiction to try all or any suits in respect of any claim or disputes arising out of this Agreement or in any way relating to the same.'

2. Interpreting Clause 20 of the agreement as well as Section 2(e) of the Arbitration and Conciliation Act, the court below took the view that the courts in Dakshina Kannada alone have the jurisdiction. Counsel for the appellants relied on a decision reported in National Starch & Chemicals v. Weikfield Products Co. (India) (1990 (1) KLT 217). A reference was made in paragraph 7 of the judgment. It is very clear from Clause 20 of the agreement that the Courts in Dakshina Kannada alone and no other Courts whatsoever will have the jurisdiction to try any disputes arising out of the agreement. In view of the clear terms contained in Clause 20 of the agreement, we are of the view that the Courts in Dakshina Kannada alone have jurisdiction to try the case. One month's time is granted to the parties for moving the courts in Dakshina Kannada as stipulated in the agreement. We make it clear that we are expressing our opinion on the merits of the case.

This appeal is disposed of as above.

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