



2026:AHC:121812

Reserved on 26.5.2026
Delivered on 27.5.2026

HIGH COURT OF JUDICATURE AT ALLAHABAD
MATTERS UNDER ARTICLE 227 No. - 6463 of 2026

Bb Coachtech India Private Limited

.....Petitioner(s)

Versus

The Presiding Officer, Commercial Court and another

.....Respondent(s)

Counsel for Petitioner(s) : Mr. Raghav Nayar
Counsel for Respondent(s) : Mr. Shivang

Court No. - 7

HON'BLE PIYUSH AGRAWAL, J.

1. Heard Mr. Raghav Nayar for the petitioner and Mr. Shivang for the respondent.
2. By means of present petition, the petitioner is assailing the order dated 17.2.2026 passed by the Presiding Officer, Commercial Court, Kanpur Nagar in Commercial Case No. 92 of 2025.
3. Learned counsel for the petitioner submits that earlier the petitioner has approached this Court in ARCO No. 7 of 2022, which was decided vide order dated 28.2.2023 and with the consent of the parties, Justice Shashi Kant Gupta, Former Judge of this Court was appointed as a sole Arbitrator. He submits that the arbitration proceedings were initiated before the sole Arbitrator, claimant as well as the respondent have filed their respective claims and thereafter issues were framed vide order dated 30.4.2024 but the period of 12 months, as contemplated

under Section 29 A (3) of the Arbitration and Conciliation Act, 1996 came to an end, therefore, a modification application was filed seeking extension for a period of six months, which was allowed. Further six months period was extended with the consent of the parties up to the period of 7.9.2025. He submits that before the expiry of the mandate of the sole Arbitrator, on 4.9.2025, the petitioner has filed an application under Section 29 (5) of the Act before the Commercial Court, Kanpur Nagar having territorial jurisdiction as per terms of Clause 17 of the purchase order. The application was pending and no order has been passed till February, 2026, therefore, another application was moved by the petitioner on 3.2.2026 seeking extension of time but the same was rejected by the impugned order on the ground that since the arbitration proceeding was going on at Prayagraj, therefore, exclusive jurisdiction lies before the Commercial Court of Prayagraj.

4. Learned counsel for the petitioner further submits that Clause 17.1 and 17.2 of the purchase order itself provides that arbitration proceedings shall take place at Kanpur Nagar (India) and the Courts at Kanpur shall have exclusive jurisdiction. He further submits that venue and seat were both at Kanpur, therefore, the application has rightly been moved by the petitioner before the Commercial Court, Kanpur Nagar.

5. In support of his submission, learned counsel for the petitioner has relied upon the judgment of Apex Court in the case of **BBR (India) Pvt. Ltd. Vs. S.P. Singla Constructions Pvt. Ltd. AIR 2022 SC 2673.**

6. Learned counsel for the respondents does not dispute the facts as stated by the petitioner's counsel, in other words supports the argument of the petitioner as well as do not dispute the legal proposition enumerated by the Apex court in the aforesaid judgment.

7. After hearing learned counsel for the parties, the Court has perused the records.

8. On perusal of Clause 17.1 and 17.2 of the purchase order, it clearly shows that venue for arbitration was at Kanpur Nagar but the

arbitration proceedings were conducted at Prayagraj, with the consent of the parties. Holding arbitration proceeding at the place convenient to the parties i.e. Prayagraj, will not change the venue / seat provided under Clause 17.1 and 17.2 of the purchase order.

9. Hon'ble the Apex Court in the case of **BBR (India) Pvt. Ltd (supra)** has held as under:

16. Turning to Section 20 of the Act, sub-section (1) in clear terms states that the parties can agree on the place of arbitration. The word 'free' has been used to emphasise the autonomy and flexibility that the parties enjoy to agree on a place of arbitration which is unrestricted and need not be confined to the place where the 'subject matter of the suit' is situated. Sub-section (1) to Section 20 gives primacy to the agreement of the parties by which they are entitled to fix and specify 'the seat of arbitration', which then, by operation of law, determines the jurisdictional court that will, in the said case, exercise territorial jurisdiction. Sub-section (2) comes into the picture only when the parties have not agreed on the place of arbitration as 'the seat'. 10 In terms of sub-section (2) of Section 20 the arbitral tribunal determines the place of arbitration. The arbitral tribunal, while doing so, can take into regard the circumstances of the case, including the convenience of the parties. Sub-section (3) of Section 20 of the Act enables the arbitral tribunal, unless the parties have agreed to the contrary, to meet at any place to conduct hearing at a place of convenience in matters, such as consultation among its members, for the recording of witnesses, experts or hearing parties, inspection of documents, goods, or property.

27. A secondary contention to support the said plea on the ground that the courts where arbitration proceedings are being conducted should be given supervisory powers, on in-depth consideration, must be rejected as feeble when we juxtapose the unacceptable practicable consequences that emerge. Exercise of supervisory jurisdiction by the courts where the arbitration proceedings are being conducted is a relevant consideration, but not a conclusive and determinative factor when the venue is not 'the seat'. 'The seat' determines the jurisdiction of the courts. There would be situations where the venue of arbitration in terms of sub-section (3) of Section 20 would be different from the place of the jurisdictional 'seat', and it is equally possible majority or most of the hearing may have taken place at a venue which is different from the 'seat of arbitration'. Further, on balance, we find that the aspect of certainty as to the court's jurisdiction must be given and accorded priority over the contention that the supervisory courts located at the place akin to the venue where the arbitration

proceedings were conducted or substantially conducted should be preferred.

10. Similar view has been taken by this Court after relying upon the Apex Court's judgement in the case of **J.K. Economic Reconstruction Agency Vs. Rash Builders India Pvt. Ltd. 2026 INSC 368**, in the case of **M/s HSL Software Pvt. Ltd. Vs. M/s Auspicious Shelters Pvt. Ltd and others, Neutral Citation No. 2026:AHC:116239** in which this Court has held as under :-

“10. Recently, Hon’ble the Apex Court in the case of J&K Economic Reconstruction Agency Vs. Rash Builders India Private Limited, 2026 INSC 368 had an occasion to consider the distinction between the seat and venue of arbitration.

The relevant paragraphs of the judgment are quoted hereunder :-

12. The distinction between the seat and venue of arbitration though, firmly embedded in arbitral jurisprudence, continues to give rise to jurisdictional errors. The present appeal exemplifies one such instance, necessitating judicial correction. The core issue is whether, despite an express designation of Srinagar as seat of arbitration, the conduct of proceedings and rendering of the award at New Delhi would confer jurisdiction upon courts at New Delhi. In order to answer this question, it becomes necessary to revisit the well-settled principles governing the concept of juridical seat of arbitration.

13. A Constitution Bench of this Court², recognised that arbitration is anchored to the seat or place chosen by the parties, and that the law of that seat governs the arbitration. It was observed that Section 20 of the Arbitration and Conciliation Act, 1996 embodies party autonomy in the choice of seat, while also permitting, under sub-section (3), the holding of hearings at a place convenient to the parties. The distinction is both deliberate and doctrinal: while the seat determines jurisdiction and applicable law, the venue is merely a matter of convenience for conducting proceedings.

14...

15. Another two-Judge Bench of this Court authoritatively expounded the concept of the “juridical seat” and held that the designation of a seat of arbitration is akin to an exclusive jurisdiction clause. It was observed that the expression “subject-matter of arbitration” in Section 2(1)(e) of the Act is not to be

confused with the subject-matter of the suit, but rather refers to the process of dispute resolution, thereby identifying the court which exercises supervisory jurisdiction over the arbitral proceedings. It was further held that once a seat is designated, it operates as the centre of gravity of the arbitration and vests exclusive jurisdiction in the courts of that place for all matters arising out of the arbitration, including challenges to the arbitral award. The designation of a seat, therefore, is not a matter of mere form, but carries with it significant legal consequences. The contention of the respondent that arbitral award records New Delhi as place of arbitration and is therefore determinative of the seat cannot be accepted. The seat of arbitration is governed by the agreement of the parties and not by any stray recital in the award. Once the seat of arbitration is fixed, it remains immutable unless altered by an express agreement. In the absence of any agreement, the designation of Srinagar as seat of the arbitration continues to hold the field.

...

22. The High Court ought to have appreciated that Srinagar was consciously designated as the seat of arbitration. Once such a designation was made, the legal consequence that inexorably follows is that courts at Srinagar alone would have supervisory jurisdiction over the arbitral proceeding. The mere fact that arbitral tribunal for reasons of convenience, conducted proceeding at New Delhi or rendered the award at that place does not and cannot, alter the juridical seat of arbitration

23. The approach adopted by the High Court, if upheld, would have the effect of rendering the concept of juridical seat otiose, and would introduce uncertainty in arbitration proceeding by allowing the place of hearing or the place where the award is signed to determine the jurisdiction. Such a consequence would be contrary to principles of party autonomy and legal certainty that underly the Arbitration and Conciliation Act, 1996.

CONCLUSION: -

24. For the foregoing reasons, the impugned order returning the application filed by the appellant under Section 34 of the Act cannot be sustained. The court at Srinagar being the court of seat of arbitration, alone possesses the jurisdiction to entertain and decide the challenge to the arbitral award. It was stated at the Bar that after the impugned order, the appellant had filed four separate petitions under Section 34 of the Act before High Court of Delhi. Needless to state that the appellant shall be at liberty to withdraw the petition under Section 34 of the Act relating to

Shahdra Project and the fate of remaining three petitions shall abide by this decision.

11. Applying the aforesaid law and considering the facts and circumstances of the present case, it is clear that venue of arbitration is stipulated to be at NOIDA and New Delhi, whereas the seat the Courts at New Delhi has exclusive jurisdiction in the case of any dispute arising out of said agreement. The exclusive jurisdiction clause contained the seat in the agreement constitutes "significant contrary indicia" as per Shashoua principle and only the Courts at New Delhi will have jurisdiction to decide the disputes between the parties arising out of agreement in question.

12. In view of the aforesaid facts & circumstances of the case, the Court is of the view that the Court at NOIDA /Gautam Buddha Nagar has no jurisdiction to entertain the present case as per the exclusive jurisdiction clause contained in the agreement and the jurisdiction exclusively lies before the Courts at New Delhi.

13. In view of above, the impugned order cannot be sustained in the eyes of law and same is hereby quashed."

11. In view of aforesaid law laid down by Hon'ble the Apex Court in the case of **BBR (India) Pvt. Ltd. (supra)** as well as by this Court in the case of **M/s HSL Software Pvt. Ltd. (supra)**, the Court is of the considered opinion that the hearing of the arbitration may have been taken place at Prayagraj, a different venue & seat from Kanpur but at the best, it can be said to be convenient place for the parties. In other words, the Commercial Court ought to have appreciated that Kanpur Nagar was consciously designated as the seat of arbitration. Once such a designation was made, the legal consequence that inexorably follows is that courts at Kanpur alone would have jurisdiction over the arbitral proceeding. The mere fact that arbitral tribunal for reasons of convenience, conducted proceeding at Prayagraj, it does not and cannot, alter the jurisdictional seat of arbitration of Kanpur Nagar.

12. In view of the foregoing reasons, the impugned order returning the application filed by the petitioner under Section 29 (5) of the Act cannot be sustained in the eyes of law and same is hereby quashed. The Commercial Court, Kanpur Nagar being the jurisdictional seat of

arbitration alone possesses the jurisdiction to entertain and decide the present matter.

13. The matter is remanded to the Commercial Court, Kanpur Nagar to pass a fresh order in accordance with law, expeditiously within a period of two months from the date of producing a certified copy of this order.

14. The writ petition is **allowed** accordingly.

(Piyush Agrawal,J.)

May 27, 2026

Rahul Dwivedi/-