

**In the absence of a seat or venue of arbitration in the arbitration agreement, the place where the exclusive jurisdiction was vested as per the agreement would be regarded as the 'seat' of the arbitration**

Finding that even though the arbitration clause in the engagement agreement between the parties does not use the expression 'seat' or 'venue', the Supreme Court in the case of **Activitas Management Advisor Pvt Ltd vs Mind Plus Healthcare Pvt Ltd [SLP (C) No. 27714 of 2024] dated August 05, 2025**, has pointed out that the 'jurisdiction' as mentioned in the context of resolution of the disputes through arbitration as decided between the parties in the agreement clearly mentioned to the exclusive jurisdiction of the Mumbai High Courts. Therefore, the Court held that the seat of the arbitration must be taken to be Mumbai.

The Apex Court referred to the decision in the case of *In Brahmani River Pellets Ltd. vs. Kamachi Industries Ltd.* [(2020) 5 SCC 462], where it was observed that *"Where the contract specifies the jurisdiction of the court at a particular place, only such court will have the jurisdiction to deal with the matter and parties intended to exclude all other courts. Since only the Orissa High Court will have the jurisdiction to entertain the petition filed under Section 11 (6) of the Act, the impugned order is liable to be set aside"*. Thus, the Court allowed the appeal, set aside the judgment passed by the Punjab & Haryana High Court, and declared the Appellant to be entitled to pursue his application under Section 11 of the Arbitration and Conciliation Act.

As per the brief facts of the case, in terms of the engagement agreement, whereby the Appellant, a management consultancy firm, was engaged by the Respondent, the arbitration clause provided for the exclusive jurisdiction of the Bombay High Courts in connection with any dispute related to the agreement or any of the matters contemplated thereby. For the resolution of disputes, the appellant invoked Section 21 seeking reference of the dispute to an Arbitral Tribunal, to which the Respondent responded that they had already appointed a sole arbitrator, and proceeded to file an application under Section 11 of the Arbitration Act before the Punjab and Haryana High Court.

Even though the Appellant opposed the said application on the ground that the arbitration clause specifically reserves the exclusive jurisdiction of the Bombay High Court, the Punjab and Haryana High Court proceeded to appoint an arbitrator, which came to be challenged before the Apex Court.