

Arbitration and Conciliation Act, 1996, S.11, S.11(6) - Understanding of counsel cannot be regarded as a binding statement of law on the existence of an arbitration agreement - Clause 15 of the [Contract](#) Agreement is titled "Settlement of Disputes/Arbitration" - However, the substantive part of the provision makes it abundantly clear that there is no arbitration agreement between the parties agreeing to refer either present or future disputes to arbitration - Cannot be construed as an arbitration agreement between the parties - Chief Justice of the High Court proceeded on an understanding that the learned counsel for both the sides did not dispute the fact that clause 15 of the Contract Agreement provide for appointment of an arbitrator in case there is any dispute or difference between the parties - The order has, proceeded on an understanding of counsel, which cannot be regarded as a binding statement of law on the existence of an arbitration agreement - The invocation of the jurisdiction of the High Court under Section 11(6) of the 1996 Act was not valid and there being no arbitration agreement between the appellants and the respondent, no reference to arbitration could have been made.

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