



2026:DHC:7136-DB



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

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Date of Decision : 24.08.2026# **CNR No. DLHC010358032026**+ **FAO (COMM) 222/2026****BHUPINDER KUMAR MITTAL**

.....Appellant

Through: Mr. Rajiv Bakshi, Ms. Kajal Sharma
and Mr. Shrey Shrivastava, Advs.

versus

ANUJ KUMAR

.....Respondent

Through: None.

CORAM:**HON'BLE MR. JUSTICE V. KAMESWAR RAO****HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA****V. KAMESWAR RAO, J. (ORAL)**

1. This appeal lays a challenge to an order dated 29.04.2026 passed by the learned District Judge (Commercial Court-01), East District, Karkardooma Courts, Delhi whereby the learned District Judge by exercising the powers under Order VII Rule 10 of the Code of Civil Procedure, 1908 ("CPC") has returned the plaint to the appellant herein with a direction to present the same before the Court of appropriate territorial jurisdiction.

2. Suffice to state that the learned District Judge has concluded that it is



the Courts at Gautam Budh Nagar, Uttar Pradesh, which has territorial jurisdiction to entertain the suit filed by the appellant for recovery of an amount of Rs. 39,94,087/-

3. The case of the appellant before the learned District Judge was that as the defendant/respondent has been working for gain within territorial jurisdiction of this Court and even goods were supplied to the defendant/respondent at the same address, as such, the learned District Judge has the territorial jurisdiction to entertain the suit.

4. It was argued that the parties cannot claim exclusive territorial jurisdiction on any particular court by agreement and the cause of action is sole criteria to determine the territorial jurisdiction, more specifically, keeping in view Section 20(c) of the CPC as part cause of action arose within the territorial jurisdiction of learned District Judge.

5. The learned District Judge has referred to paragraph 15 of the plaint wherein the appellant has mentioned territorial jurisdiction of the learned District Judge.

6. That apart, the learned District Judge held that the territorial jurisdiction is a mixed question of law and facts, until and unless unrebutted case of the appellant determines territorial jurisdiction. He is also of the view that the appellant has been carrying on his business at Gautam Budh Nagar, U.P. and tax invoices have also proved that material was supplied at Mayur Vihar, though e-ways bills have also proved supply of material at Noida as well, whereas tax invoices have jurisdiction clause that all disputes are subject to G.B. Nagar jurisdiction.

7. The learned District Judge has also stated that the place of payment by the defendant was at HDFC Bank, Sector 16, Noida, UP. It is also held that



the appellant/plaintiff has been working for gain at Noida and material was supplied to the defendant/respondent at Mayur Vihar from Noida.

8. That apart he has also noted the fact that the plaintiff has maintained ledger accounts of the defendant at Noida and most of the transactions took place there only. Based on such findings, the view taken by the learned District Judge is, as two Courts at Noida and Delhi have concurrent territorial jurisdiction to entertain dispute between the parties in terms of Section 20 of CPC, but as per the tax invoices the parties have conferred territorial jurisdiction on the Courts at Gautam Budh Nagar, it is the Court at Gautam Budh Nagar, which shall have jurisdiction.

9. The only challenge in the appeal is that the learned District Judge has failed to appreciate that the invoices did not contain any express word such as 'exclusive', 'alone' or 'only' nor do they unequivocally exclude the jurisdiction of the other competent Courts as such the Court in Delhi shall have the jurisdiction. We are not in agreement with the submission made by the learned counsel for the appellant in view of the judgment of the Supreme Court in ***M/s Swastik Gases P. Ltd v. Indian Oil Corp. Ltd., 2013 (9) SCC 32*** wherein the Supreme Court in paragraphs 31 and 32 has answered an identical issue in the following manner:-

“31. In the instant case, the appellant does not dispute that part of cause of action has arisen in Kolkata. What appellant says is that part of cause of action has also arisen in Jaipur and, therefore, Chief Justice of the Rajasthan High Court or the designate Judge has jurisdiction to consider the application made by the appellant for the appointment of an arbitrator under [Section 11](#). Having regard to [Section 11\(12\)\(b\)](#) and [Section 2\(e\)](#) of the 1996 Act read with [Section 20\(c\)](#) of the Code, there remains no doubt



that the Chief Justice or the designate Judge of the Rajasthan High Court has jurisdiction in the matter. The question is, whether parties by virtue of clause 18 of the agreement have agreed to exclude the jurisdiction of the courts at Jaipur or, in other words, whether in view of clause 18 of the agreement, the jurisdiction of Chief Justice of the Rajasthan High Court has been excluded. For answer to the above question, we have to see the effect of the jurisdiction clause in the agreement which provides that the agreement shall be subject to jurisdiction of the courts at Kolkata. It is a fact that whilst providing for jurisdiction clause in the agreement the words like 'alone', 'only', 'exclusive' or 'exclusive jurisdiction' have not been used but this, in our view, is not decisive and does not make any material difference. The intention of the parties - by having clause 18 in the agreement - is clear and unambiguous that the courts at Kolkata shall have jurisdiction which means that the courts at Kolkata alone shall have jurisdiction. It is so because for construction of jurisdiction clause, like clause 18 in the agreement, the maxim *expressio unius est exclusio alterius* comes into play as there is nothing to indicate to the contrary. This legal maxim means that expression of one is the exclusion of another. By making a provision that the agreement is subject to the jurisdiction of the courts at Kolkata, the parties have impliedly excluded the jurisdiction of other courts. Where the contract specifies the jurisdiction of the courts at a particular place and such courts have jurisdiction to deal with the matter, we think that an inference may be drawn that parties intended to exclude all other courts. A clause like this is not hit by Section 23 of the Contract Act at all. Such clause is neither forbidden by law nor it is against the public policy. It does not offend Section 28 of the Contract Act in any manner.

32. The above view finds support from the decisions of



*this Court in Hakam Singh³, A.B.C. Laminart¹,
R.S.D.V. Finance⁵, Angile Insulations⁶, Shriram City⁷,
Hanil Era Textiles⁸ and Balaji Coke¹².”*

(Emphasis supplied)

10. In fact, we had drawn the attention of the learned counsel for the appellant to the judgment of *M/s Swastik Gases P. Ltd. (supra)*, which he seek to distinguish on facts. According to us, as the conclusion drawn by the Supreme Court is applicable to the facts of this case, the submission of learned counsel for the appellant on the non-applicability of the judgment is liable to be rejected.

11. We hold the learned District Judge is right in returning the plaint under Order VII Rule 10 CPC. The appeal is dismissed.

V. KAMESWAR RAO, J

MANMEET PRITAM SINGH ARORA, J

AUGUST 24, 2026/sr