

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL SIDE JURISDICTION

LEAVE PETITION NO.85 OF 2015
IN
SUIT (L.) NO.380 OF 2015

Adama India Pvt. Ltd.	...	Petitioner
Vs.		
Iffco-Tokio General Insurance Co. Ltd.	...	Respondent

Mr. Rohan Cama, Adv. a/w. Shruti Maniar, Adv. a/w. Jonathan Jose,
Adv. i/b. M/s. Solomon & Co. for the petitioner.

CORAM : MRS. ROSHAN DALVI, J.
DATE : 6th May, 2015.

P.C. :

1. The contract of insurance between the parties Exh.C to the
plaint has been signed in Hyderabad. The servicing office of the
defendant is in Hyderabad. The plaintiff, as the insurer, has its office
in Hyderabad. The location of risk under the contract is in
Hyderabad.

2. The plaintiff would be entitled to bodily injury or property
damage which could be claimed under the insurance contract. The
plaintiff has claimed for property damage being the damage to the
certain crops at various places. The contractual liability under clause
2b is, therefore, for property damage. The plaintiff has claimed
compensation for damaged crop and other expenses as also the loss
incurred by the plaintiff. The plaintiff has claimed the total amount
payable by the defendant to the plaintiff at Rs.50.63 Crores. The
amount that would be payable by the defendant to the plaintiff either
fully as per the particulars of claim Exh.QQ or partly would, therefore,

be payable in Hyderabad. That is the place where the material part of the cause of action has arisen. The other parts of the cause of action have also arisen in Hyderabad.

3. No amount is payable in Mumbai and no property damage has occurred in Mumbai. This Court has no territorial jurisdiction at all.

4. The plaintiff applies for withdrawal of the plaint for filing it in proper Court. The plaint is allowed to be withdrawn.

5. The Leave Petition stands disposed of accordingly.

(ROSHAN DALVI, J.)