

HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

CIVIL REVISION PETITION No.3970 of 2014

% 26.02.2015

Between:

K.Jitender Das,

..... **Petitioner**

And:

\$ The Executive Engineer, RWS & S Division,

Pargi and another.

.....**Respondents**

< Gist:

> Head Note:

! Counsel for the Petitioner: Sri G.M.Ravi Kumar

^ Counsel for the Respondents: ---

? Cases Referred:

HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

CIVIL REVISION PETITION No.3970 of 2014

Date:26.02.2015

Between:

K.Jitender Das,

S/o Late K.Sarangapani

..... Petitioner

-

And:

The Executive Engineer, RWS & S Division,

Pargi and another.

.....Respondents

Counsel for the petitioner: Sri G.M.Ravi Kumar

Counsel for the Respondents: ---

The Court made the following:

ORDER:

This Civil Revision Petition arises out of docket order, dated 18.07.2014, in O.S(SR).No.2643 of 2014 on the file of learned Additional Junior Civil Judge, Ranga Reddy District at Malkajgiri, whereby it has returned the plaint for presentation before the proper Court having the jurisdiction to try the suit.

The petitioner filed the above-mentioned suit against the

respondents for recovery of certain money based on a contract. As per the admitted plaint averments, the office of the defendants is located in Pargi, the offer made by the petitioner was accepted at Pargi, the contract was entered between the petitioner and the respondents at Pargi and the same was executed within the jurisdiction of the Court at Pargi.

According to the petitioner, as the acceptance of the contract made by the respondents was received by him at Malkajgiri, the Court at Malkajgiri has territorial jurisdiction.

The lower Court while returning the plaint has observed that the ingredients of Section 20 of the Code of Civil Procedure are not satisfied as the place of work or business of the respondents does not fall within its jurisdiction or that the property in respect of which the contract has been executed is also not situated within its jurisdiction. A further observation was made that though initially the petitioner has not mentioned in the plaint as to on which date and where he accepted the tender, a plea was subsequently added to the effect that he has accepted the tender from his residence only to create the cause of action to the Court at Malkajgiri.

Under Section 20 C.P.C. every suit shall be instituted in a Court within the local limits of whose jurisdiction-

- a. the defendant, or each of the defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain; or
- b. any of the defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain, provided that in such case either the leave of the Court is given, or the defendants who do not reside, or carry on business, or personally work for gain, as aforesaid, acquiesce in such institution; or
- c. the cause of action, wholly or in part, arises.”

In the present case, the petitioner is relying upon the cause of action at Malkajgiri for instituting the suit in the Court at Malkajgiri.

It is well settled that cause of action consists of bundle of essential facts which the plaintiff has to prove in order to sustain his action. This connotes that both the right to sue and cause of action are the same and the cause of action is synonymous with the right to sue. (See ***N.Narayana Murthy V. Ganga Raju***).

In order to invoke the jurisdiction of the Court at Malkajgiri, the petitioner has to show that any part of cause of action had taken place at Malkajgiri.

The suit is filed for recovery of money under a contract entered into by the petitioner with the respondent. Thus, the cause of action pertains to making of a contract.

As noted above, though, an after thought, it is the pleaded case of the petitioner that the contract accepted by the respondent was received by him at Malkajgiri. The settled legal position is that if filing of suit is based on making of a contract, the cause of action arises at the place where the offer is accepted and if the suit is based on termination of a contract, the cause of action arises at the place where such termination order is received. (See ***A.B.C. Laminart Pvt. Ltd. & Anr. Vs. A.P. Agencies, Salem and Progressive Constructions Vs. Bharat Hydro Power Corporation***) Admittedly, the suit is based on making of a contract and not on termination of the contract. The offer of the petitioner was accepted at Pargi and the contract was made at Pargi. It is also not in dispute that the contract work is executed within the jurisdiction of Court at Pargi. Consequently, it is only Court at Pargi which has jurisdiction.

As no part of cause of action had arisen within the jurisdiction of the Court at Malkajgiri, the said Court has no jurisdiction to entertain the suit filed by the petitioner.

For the above-mentioned reasons, I do not find any merit in this Civil Revision Petition and the same is, accordingly, dismissed.

As a sequel to dismissal of the Civil Revision Petition, CRPMP.No.5414 of 2014 stands dismissed as infructuous.

JUSTICE C.V.NAGARJUNA REDDY

26th February, 2015

Note:

LR copy to be marked.

B/o

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