

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CR No. 7238 of 2014 (O&M)
Date of decision: 16.10.2015**

M/s Raheja Developers Pvt. Ltd.

... Petitioner

versus

Naveen Kanwar

.... Respondent

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: Mr. Anurag Jain, Advocate, for the petitioner.

Mr. Pawan Malik, Advocate, for the respondent.

K.Kannan, J.

In a case where the cause of action for the suit arose in two places, namely, Delhi and Gurgaon and the parties have restricted the jurisdiction to the court at Delhi only, the contention was that the institution of suit in the court at Gurgaon will be against the agreement between the parties. The defendant filed an application for return of the plaint to be presented in a court at Delhi and the plaintiff has contested the application on a plea that it will be against public policy to restrict the court of jurisdiction to only one place. The court below has allowed the contention of the plaintiff to prevail.

I have seen through the contract entered into between the plaintiff and the defendant. The letter has been issued by the defendant from its office at New Delhi and it has allowed the plaintiff certain benefits on securing contracts on behalf of the defendant at a certain percentage of commission. The letter has been issued from the office at

New Delhi to the plaintiff which has been received at Gurgaon. The contention is that since the plaintiff has received the communication at Gurgaon, the cause of action arises at Gurgaon.

Admittedly, the defendant resides at Delhi. The contract has been solicited by the defendant with the plaintiff and if the communication is received by the plaintiff at Gurgaon, it must only be taken that the cause of action arises also at Gurgaon. In terms of Section 20 of the Civil Procedure Code the cause of action arises both at Gurgaon where the communication of the offer was made by the defendant to the plaintiff at Delhi where the offer is finalized and the defendant resides. If there were two places where the cause of action arose, such as in this case both at new Delhi and at Gurgaon, the parties were fully competent to restrict the place of institution of suit at any one of the two places. Clause 15 specifically states that in the event of any dispute the difference arising between the parties, the same would be referred to the courts of Delhi which alone shall have the jurisdiction.

The court was in error in holding that the issue of the jurisdiction was a contentious one and that it required oral evidence. It required no more than examining the admitted document and it allowed for no ambiguity that the cause of action arose in two places and the parties have restricted the cause of action at Delhi as determining the jurisdiction to the court at Delhi only. The suit was bound to be

returned for representation before the court of competent jurisdiction at Delhi. The order already passed is set aside and the revision petition is allowed. The plaint is directed to be returned to the plaintiff for representation before the court of competent jurisdiction within a period of four weeks.

The revision petition is allowed on the above terms.

(K.KANNAN)
JUDGE

16.10.2015
sukhpreet