

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.6714 of 2013

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Nikhil Kant S/o Late Ramakant Sinha, resident of A- 37, Road No.:- 5, Vijay Nagar, P.O.:- Bahadurpur Housing Colony, P.S.- Patrakar Nagar, District:- Patna, Bihar.

.... Petitioner/s

Versus

1. The Union of India through the Joint Secretary, Ministry of Finance, Banking Division, Parliament Street, New Delhi.
2. The Punjab National Bank, a body corporate having its head office at 7, Bhikhaiji Cama Place, New Delhi- 110066 through its Chairman-cum-Managing Director.
3. The Chairman and Managing Director, Punjab National Bank, Head Office At 7, Bhikhaiji Cama Place, New Delhi- 110066.
4. The Assistant General Manager, PNB Treasury Division, 7, Bhikhaiji Cama Place, New Delhi- 110066.
5. The Circle Head, Circle Office, Punjab National Bank, Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Shivendra Kr. Roy

For the Respondent/s : M/s Suresh Pd. Singh no. 1 and Kumari Rashmi

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 19-04-2016

Heard the parties.

In the present case, the other side has raised the issue of territorial jurisdiction of this Court to entertain this application.

As has been claimed that all actions have been taken place in the territorial jurisdiction of Delhi High Court, mere communication of the letter dated 21.01.2011 to the petitioner is not an integral part of cause of action, or part thereof does not confer territorial jurisdiction to this Court to entertain the writ application.

In order to decide the issue of territorial jurisdiction facts mentioned in the writ application has to be taken into consideration. It appears that the petitioner was selected and appointed on the post of Management



Trainee in Junior Management Grade Scale-I in Punjab National Bank (herein after mentioned as 'PNB'). While discharging the duty, the Human Resources Development Division of Punjab National Bank on 12th July 2010 floated a Circular whereby applications were invited from eligible officers of the Bank for the purposes of training for Treasury Division which includes the foreign training and after successful completion of the training, officers would be empanelled for their utilization in future, and as per requirement of Bank they would be placed in front of the office or back of the office.

In view of nature of condition of service affirmed by the Bank, the petitioner was attracted by the Circular, he also applied for the training and after proper selection and scrutiny of testimony he was selected for the purposes of training.

As per the Circular issued by Punjab National Bank, after completion of training the petitioner was to join the Treasury Division. The petitioner was called for training at Treasury Division, Head Office, New Delhi and at the relevant time, he was posted at Amethi Branch, he reached Delhi and joined there. While he was working in Punjab National Bank, in order to improve his career, he had applied for the post of Assistant Registrar in I.G.N.O.U. which is a Recognised Central University, for imparting distant education, the petitioner faced the interview and was finally selected to the post of Assistant Registrar, accordingly, he decided to join the post of Assistant Register in I.G.N.O.U..

As per the stipulation in the Circular (Annexure-I of the supplementary affidavit), the person who was/is selected for Trainee for Treasury Division, was required to execute the bond of Rs. 5,00,000/-(five lacs) there it has been mentioned that those who are selected, will have to

execute a bond of Rs. 5,00,000/-undertaking, there to work with Treasury Division at the place allocated to them for minimum period of five years.

As before the completion of training, the petitioner was selected as Assistant Registrar in Division, for relieving him from service, the Bank put a condition to deposit of Rs. 5,00,000/- which the petitioner had objected on the ground that he has not completed the training and in mid way, he was selected for the post of Assistant Registrar. He has also taken plea that as per the Circular, he was to take training inside and outside the country, the petitioner was never sent outside for training, so much so no training imparted even in the Head office and as such, the Bank has not incurred any expenses for the purposes of his training, so the question of depositing of Rs. 5,00,000/- does not arise.

In contra, the counsel for the Bank submits that in terms of the Circular, after selection he was imparted the training, but in mid way, he left, as per the condition stipulated in the Circular he was required to deposit of Rs. 5,00,000/-. The counsel for the Bank has taken plea that all actions have been taken outside the State of Bihar, hence, this Court has no territorial jurisdiction.

The counsel for the petitioner submitted reply that various communications made between the Bank and the petitioner in the State of Bihar. The cause of the action is created on account of service of letter dated 24th January 2011 (Annexure-7) whereby the petitioner was informed that the request for waiving payment of the bond amount was not accepted and directed to complete formalities so that he may be relieved him from the service of the Bank at the earliest. It will be relevant to quote the said letter, is as follows:-

“Please refer our letters dt. 24.12.2010, 28.12.2010,

07.01.2011 vide which we had informed that the waiver of bond amount of Rs. 5 Lac, was not acceptable to the authorities and advised you to complete the formalities to enable us to relieve you from bank's services.

Till date you have not completed the required formalities and have remained absent from duties without sanctioned leave.

You are advised to resume your duties immediately and complete all the formalities to enable us to relieve you from bank's service."

He also placed reliance on E-mail sent by the petitioner to Head Office, New Delhi. E-mail does not show from which place the E-mail was sent to the Bank. It has to be examined mere correspondence aforesaid with the Bank does create integral cause of action or part thereof.

There are long line of judgments dealing with the issue of the territorial jurisdiction, it will be relevant to place reliance on the judgment reported in (1994) 4 SCC 711 (Oil and Natural Gas Commission v. Utpal Kumar Basu) there also the question of territorial jurisdiction arose and the Court has said that mere communication of letter does not create integral cause of action or part of cause of action. The Court has placed reliance upon the judgment reported in (1994) 4 SCC 710 (Aligarh Muslim University v. Enterprises) there the Court has held that the contract in question was executed at Aligarh, the construction work was to be carried out at Aligarh, the terms contracts provided, in the event of dispute, the Aligarh court alone will have only jurisdiction, the arbitrator was appointed at Aligarh and was to



function at Aligarh and yet merely because respondent was a Calcutta-based firm, proceedings instituted in the Calcutta High Court, has been held, it has no jurisdiction to entertain the application. In the O.N.G.C. case also, final communication was sent to Calcutta, in that case, the Court held does not create any cause of action, it will not be treated to be an integral cause of action or part thereof, held that Calcutta High Court does not have territorial jurisdiction. Recently this Court has consider the Division Bench judgment reported in 2015 (2) PLJR 256 (Saryu Singh vs. Union of India) there the Court has considered, most of the previous judgment and has held mere sending of letter does not create integral cause of action, which could create a territorial jurisdiction to entertain the application. It will be relevant to quote paragraph-62 of the judgment, is as follows:-

“From the observations, which appear in M/s. Swaika Properties (supra)” what becomes clearer than before is that mere service of notice or communication of a decision, at the residence of a person, will not give rise to a ‘*cause of action*’ at the residence of the person concerned unless service of notice or communication of decision forms an integral part of the *cause of action*. In short, whether service of the notice or order or communication of a decision constitutes *cause of action* or not would depend upon the nature of the impugned order, which gives rise to the *cause of action*.”

In the present case, the petitioner while working at Amethi, was selected for the training, he joined at New Delhi for the training, he executed the contract, at New Delhi, he worked at New Delhi, he was knowing

the terms of contract at the time of joining new assignment, subject to execution of a bond of Rs. 5,00,000/-. He applied for relieving from the Punjab National Bank at New Delhi. Mere communication in his native place within the jurisdiction of this Court, about refusal to waive to deposit Rs. 5,00,000/- cannot be treated to be an internal part of cause of action.

In such view of the matter, the present writ application is not sustainable in law and the same is, accordingly, dismissed. However, liberty is given to the petitioner, he may approach appropriate Forum for redressal of his grievance.

With the above observation/direction, this petition is dismissed on the primary point.

(Shivaji Pandey, J)

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