

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUMMONS FOR JUDGMENT NO.28 OF 2016
IN
SUMMARY SUIT NO.951 OF 2015**

Modtech Furniture Private Limited Plaintiffs

V/s.

Ncube Planning Design Pvt. Ltd. & Anr. Defendants

Mr.Anil R.Mishra for plaintiffs.

Mr.Ambar Qamaruddin a/w Mr.Manish N.Jain i/by S.M.Jain and Associates for defendant no.1.

Mr.Chirag Kamdar a/w Mr.Ravi Suryawanshi and Mr.Krunal Mehta i/by Naik Naik & Co. for defendant no.2.

CORAM : K.R.SHRIRAM,J

DATE : 3.10.2016

P.C.:-

1 In this summary suit the plaintiffs are claiming a sum of Rs.1,76,00,000/- plus interest. By a letter dated 6.1.2014 the defendants have admitted their liability to the extent of Rs.1,15,20,588/-.

2 The counsel for the defendants pointed out that the work order entered into between the defendant no.1 and the plaintiffs has an express jurisdiction clause where the parties have unequivocally agreed that the Courts at N.C.T at Delhi alone shall have jurisdiction to entertain, try any dispute and/or difference arising out of or in connection with the terms of this Deed and other related documents,

if any.

3 In view of the above, the counsel for the plaintiffs requests that the plaint be returned to the plaintiffs to be filed in the appropriate court at N.C.T at Delhi. Registry is directed to return the plaint and summons for judgment to the plaintiffs on application being made by the Advocate for the plaintiffs.

(K.R.SHRIRAM,J)