IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CR-3795-2018 (O&M)
Date of Decision: May 31, 2018

Satish Chikara

...Petitioner

Versus

M/s S.R.S. Associates

...Respondent

CORAM: HON'BLE MR. JUSTICE ARUN PALLI

Present: Mr. Sumit Gupta, Advocate,
for the petitioner.

ARUN PALLI, J. (ORAL)

The petitioner-defendant is in revision, against the order dated 01.05.2018 (Annexure P-4), rendered by the Civil Judge (Senior Division), Panchkula, vide which his application, under Order VII Rule 10 CPC, to return the plaint, has since been rejected.

Before I proceed further, it indeed would be apposite to refer to the conclusions arrived at by the Trial Court, which reads thus:

> ***"…...After considering the available facts and circumstances of the case, it is well evident that the plaintiff has duly averred in his pleadings at para No. 4 that the defendant also signed the quotation/agreement on 25.12.2016 at Panchkula. He also mentioned in his para No. 17 about execution of the agreement dated 25.12.2016 at Panchkula, submitted that the cause of action arose in favour of the plaintiff and this court***

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has territorial jurisdiction to try and entertain the present suit. However, this fact has been denied by the defendant before the court. After careful perusal of the record and after bestowal of thoughts, this court is of the considered opinion that at this stage, no case is made out for allowing the application in hand. There is specific pleadings of the plaintiff regarding signing of the quotation and execution of the agreement at Panchkula. It shall be determined during the course of trial; when sufficient opportunities shall be given to both the parties to lead their respective evidence; as to whether the plaintiff succeeds in proving his case or not. At this stage, it shall not be in the interest of justice if the assertions of the learned counsel for the applicant is accepted, considering the specific plea of execution of agreement and of jurisdiction taken by the plaintiff before the court. This court is of the considered opinion that the application in hand merits rejection. Taking into view the aforesaid discussion and reasons recorded, the application in hand is dismissed in the interest of justice. Now the case is hereby adjourned to 31.05.2018 for filing of the written statement by the defendant. It shall be the final last opportunity."

Apparently, the specific case set out by the plaintiff is that the agreement was entered into between the parties at Panchkula. The office of the plaintiff was also situated within the territorial jurisdiction of the courts at Panchkula, from where the quotations were obtained by the petitioner-

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defendant. Needless to assert that at this stage the Trial Court was not required to examine anything beyond the assertions set out in the plaint only. The grievance of the petitioner that the courts at Panchkula lacked territorial jurisdiction, is an issue which of course would be examined by the court after parties to the *lis* lead their respective evidence. The argument that the alleged agreement is not a contract entered into between the parties, but merely quotations that were furnished by the respondent-plaintiff, would also not advance the case of the petitioner, as the nature of the said document shall be determined by the court at an appropriate stage in the proceedings.

That being so, I am dissuaded to exercise the revisional jurisdiction under Article 227 of the Constitution of India. The revision being devoid of merit, is accordingly dismissed.

(ARUN PALLI)
JUDGE

May 31, 2018
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Whether Speaking/Reasoned: YES / NO
Whether Reportable: YES / NO

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