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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **FAO(OS) 220/2016 & CM APPL. 1777/2017, 38420/2018**

DR MUKESH AGHI Appellant

Through: Mr. A.S. Pasrich with
Ms. Mohana Malhotra, Advs.

versus

STERIA LTD & ORS Respondents

Through: Mr. Sanjeev Kumar with
Mr. Abhishek Goyal, Advs. for R-3.

CORAM:

HON'BLE MR. JUSTICE S. RAVINDRA BHAT

HON'BLE MR. JUSTICE A. K. CHAWLA

ORDER

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19.09.2018

Learned counsel for the appellant/plaintiff contended before this Court that the return of his plaint under Order VII Rule 10 CPC was not justified.

The appellant/plaintiff entered into an employment contract with the defendant/Steria India Ltd. (hereafter referred to as “Steria”); he was appointed as a Managing Director and Chief Executive Officer with the Asia Pacific, with effect from 2007. He resigned from his position with effect from 31st August, 2012. Thereafter, dispute arose in respect to the payment of amounts; the appellant/plaintiff contended that amounts were due and payable and approached this Court by filing a suit. The learned Single Judge, after noticing the essential facts, took into account the stipulation made in the “Non Disclosure and Code of Practice Agreement” and concluded in view of the prevailing law in *ABC Laminart Pvt. Ltd & Anr. vs. A. P.*

Agencies, Salem (1989) 2 SCC 163; Inter Globe Aviation Ltd. vs. N. Satchidanand (2011) 7 SCC 163 and other judgments, since the parties had agreed that in the event of disputes, the Noida Court would have exclusive jurisdiction, the suit would not be entertained and tried in Delhi.

Mr. Pasrich, learned counsel for the appellant/defendant urges that learned Single Judge fell into an error and emphasized that essentially, contract of employment, which was entered into by the parties was on account of an offer of employment on 4.2.2007. In his submissions, this contract contained practically all terms and specifically stated that the appellant/plaintiff agreed to accept “this offer of employment together with the terms and conditions of employment as set out therein and also agreed to sign the “Non Disclosure and Code of Practice Agreement” enclosed with the offer of employment’s terms and conditions”.

It is contended that since the documents were exhaustive with respect to the terms and all material conditions, the Non-Disclosure Agreement had only one purpose and consequently, the jurisdiction of the Court had to be found with respect to what it has expressly stated i.e. the eventuality of the appellant/plaintiff serving his employer abroad and in the event of disputes arising, such disputes were to be the subject matter of an action in the Civil Court at Noida.

This Court is not persuaded by the appellant’s contention. It is not in dispute that the two documents were signed by the parties contemporaneously. Consequently, they had to be treated as a part of one transaction and constitute the entire terms of the agreement under

which the appellant/plaintiff undertook the employment. Given this conceded factual situation and since there is no denial that the Noida Court – in addition to the Delhi Court would have jurisdiction to entertain the dispute, this Court finds no merit in the submissions; the impugned order cannot be faulted.

Learned counsel for the appellant/plaintiff requests that since the Court Fees rates stipulated in Court Fees Act in UP are considerably higher, appropriate orders for refund may be passed.

This Registry is directed to grant a certificate under Section 13 of the Court Fees Act, 1870. This Court is conscious of the fact that the suit was rejected, however it is of the opinion that expression “rejection” has to be seen in the context of the provision of the Court of Fees Act, 1870 i.e. Section 13 rather than the strict letter of the law in CPC.

The appeal is dismissed but subject to above directions.

This Court is of the view that the appellant/plaintiff is entitled to the benefit of Section 14 of the Limitation Act, 1963 which it may seek when it approaches the Noida Court.

All pending applications also stand disposed of.

S. RAVINDRA BHAT, J

A. K. CHAWLA, J

SEPTEMBER 19, 2018/ak