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

**LEAVE PETITION NO.157 OF 2019
IN
COMMERCIAL SUMMARY SUIT (L) NO.1043 OF 2019**

JSW Steel Limited	...	Petitioner
V/s.		
M/s Paras Das Jain & Sons		
and others	...	Respondents

Dr. Birendra Saraf a/w Vivek Dwivedi i/by Manilal Kher
Ambalal & Co., for the Petitioner.

CORAM : R. I. CHAGLA, J.

DATE : 4th October, 2019.

PC. :

1] This petition is filed for leave under clause XII of the Letters Patent to institute a suit. The proposed suit is for recovery of monies payable by the defendants to the plaintiff. The Memorandum of Understanding dated 31st July, 2018 has been duly signed by the plaintiff and defendants. By clause No.7 of the Memorandum of Understanding, the parties have agreed that this Court will have the exclusive jurisdiction at Mumbai only. The tax invoices issued by the plaintiff also provide for jurisdiction of the Court at Mumbai. The Memorandum of Understanding was digitally signed

by the plaintiff and defendants and submitted on a server by the plaintiff at Mumbai. The tax invoices are issued at Mumbai.

2] I am satisfied that the material part of the cause of action has arisen within the jurisdiction of this Court to grant leave under clause XII of the Letters Patent. This Court will have jurisdiction to entertain and try the suit. Leave granted. The Petition is made absolute in terms of prayer (a) of the petition.

[R. I. CHAGLA, J]