

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(ORDINARY ORIGINAL CIVIL JURISDICTION)

FRIDAY, THE 12TH DAY OF JULY 2019

THE HON'BLE MR. JUSTICE KRISHNAN RAMASAMY

A. No.4748 of 2019
in
C.S.DIARY No.45343 of 2019

C.S.D.NO.45343 of 2019:

Maxvision Eye Hospitals Private Limited,
No.15, 4th Street, Abhiramapuram,
Chennai-600 018,
Represented by its Authorized Signatory
...Plaintiff

-Versus-

1. Bausch and Lomb India Private Limited,
(previously known as Bausch and Lomb
Eyecare India Private Limited), 303, DLF South Court,
A-1, Saket District Center, Saket,
New Delhi-110 017,
Represented by its Chief Executive Officer.

2. Mr. Sanjay Bhutani,
Managing Director,
Bausch and Lomb India Private Limited,
(previously known as Bausch and Lomb
Eyecare India Private Limited), 303, DLF South Court,
A-1, Saket District Centre, Saket,
New Delhi-110 017,

3. Mr. Nidish Moghe,
Chief Financial Officer,
Bausch and Lomb India Private Limited,
(previously known as Bausch and Lomb
Eyecare India Private Limited), 303, DLF South Court,
A-1, Saket District Centre, Saket,
New Delhi-110 017.

4. Technolas Perfect Vision GmbH,
Messerschmittstrasse 1+3
D-80992 Munchen,
Germany,
Represented by its president Mr. Kristian Hohla.

5. Bausch and Lomb (Singapore) Pte Limited,
(Previously known as Technolas Singapore Pte. Ltd.)
3, Harbourfront Place #09-04,

Harbourfront Tower Two,
Singapore-099254.

6. Bausch and Lomb Incorporated,
One Bausch and Lomb Place,
Rochester, NY 14609,
United States of America

7. Trivitron Healthcare Private Limited,
No.15, 4th Street, Abiramapuram,
Chennai-600 018,
Represented by its Authorized Signatory

...Defendant

A.No.4748 of 2019:

Maxvision Eye Hospitals Private Limited,
No.15, 4th Street, Abhiramapuram,
Chennai-600 018,
Represented by its Authorized Signatory

...Applicant/Plaintiff

-Versus-

1.Bausch and Lomb India Private Limited,
303, DLF South Court,
A-1, Saket District Center, Saket,
New Delhi-110 017,
Represented by its Chief Executive Officer.

2. Mr.Sanjay Bhutani,
Managing Director,
Bausch and Lomb India Private Limited,
303, DLF South Court,
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7. Trivitron Healthcare Private Limited,
No.15, 4th Street, Abiramapuram,
Chennai-600 018. ..Respondents/Defendant

Application praying that this Hon'ble Court be to grant leave to the Applicant to institute the present suit against the Defendants/Respondents No.1-6 not residing within the Jurisdiction of this Hon'ble court at Chennai.

This application coming on this day before this court for hearing the court made the following order:-

The present application has been filed by the applicant/plaintiff, to grant leave to the applicant to institute the present suit against the defendants 1 to 6/ respondents 1-6, who are not residing within the jurisdiction of this Court.

2. Mr. Sathish Parasaran, the learned Senior Counsel appearing for the applicant/plaintiff submits that the present lis relates to the breach of the assurances/commitments/representations of the defendants Nos.1 to 6 that service/technical support, spare parts, accessories and consumables would be made available to the plaintiff, during the lifetime of the machines. Further, the learned Senior Counsel submits that substantial part of cause of action arose within the jurisdiction of this Court, as the invoices of two of the machines confers exclusive jurisdiction on this Court in case of any dispute arising out of the sale of such machines. Further, the said machines were procured from the seventh respondent, which has a registered office in Chennai. The Comprehensive Maintenance Service Contract (CMCs) for the machines was entered into by the plaintiff seventh respondent, a Private Limited Company situated in Chennai.

Further, settlement takes between the plaintiff and the first respondent were also held in Chennai.

3. Therefore, the learned Senior Counsel submits that since substantial part of cause of action arisen in Chennai, the applicant/plaintiff filed the present Application seeking leave of this Court to sue against the respondents 1 to 6, as they are residing outside the jurisdiction of this Court.

4. Considering the submission made by the learned Senior Counsel for the applicant/plaintiff coupled with the further fact that averments are available to the effect that the cause of action arose within the jurisdiction of this Court and except, the seventh respondent, all other respondents, viz., respondents 1 to 6, are not residing within the jurisdiction, leave is granted to the Applicant to institute the Suit against the Defendants 1 to 6/Respondent 1 to 6, who are not residing within the jurisdiction of this Court.

Sd/.K.R.J.
12.07.2019

//Certified to be a true copy//
Dated this the day of 2019.
SU/25.07.2019

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.