

A.No.5290 of 2019

Krishnan Ramasamy, J.,

The applicant and the 1st respondent entered into a Service Agreement dated 11.08.2016. The Service Agreement was signed by the 1st respondent on 22.08.2016 at Bangalore and returned to Chennai for signature by the appellant. Accordingly, the Service Agreement was signed and completed in Chennai. Further the said Service Agreement entered by the applicant with the 1st respondent was initially for the period of six months till 10.02.2017. Thereafter, the said Service Agreement was extended till 31.05.2018 with retrospective effect through a Renewal Agreement dated 15.11.2017.

2. The learned counsel for the applicant submitted that in pursuant to Clause 24 of the terms and conditions of the Service Agreement dated 11.08.2016, if any dispute arising out of this Agreement, the parties agree to resolve the same in the Courts exercising Competent jurisdiction and situated in Chennai, India and further, the counsel also referred Clause 20 of the terms and conditions of the Purchase Order dated 02.02.2018, it was agreed that all actions at law or suits arising out of or in connection with this order or the subject matter thereof shall be subject to the exclusive jurisdiction of the Courts in Chennai.

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3. Further the learned counsel submitted that the 3rd respondent, employee of the applicant, procured the contract between the applicant and the 1st respondent in order to subletting the contract to the 2nd respondent, whose Chairman and Managing Director is 5th and 4th respondent. The 4th respondent is none other than the husband of the 3rd respondent and 5th respondent is the father of the 3rd respondent, to gain unlawful enrichment on the detriment of the applicant. Hence, there is a dispute arising out of this Agreement entered between the applicant and the 1st respondent. Therefore, the applicant constrained to move this Court by seeking grant of leave to sue all the respondents / defendants 2, 3, 4 and 5.

4. Heard the submission of the learned counsel for the applicant.

5. Having satisfied with the reasons stated in the affidavit filed in support of this application, this application stands ordered and the leave is granted.

29.07.2019

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