

\$~20

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 3/2019, IA No.168/2019 (u/O XXXIX R-1&2 CPC) &**
IA No.169/2019 (u/S 180(2) CPC)
J.P.C. PIPES PVT. LTD. Plaintiff

Through: Mr. Sanjeev Agarwal & Mr. Ekansh
Agarwal, Advs.

Versus

BHARAT HEAVY ELECTRICALS LTD. Defendant
Through: Mr. Samaksh Goyal, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

%

15.01.2019

IA No.170/2019 (for exemption)

1. Allowed, subject to just exceptions.
2. The application is disposed of.

CS(COMM) No.3/2019

3. The suit is listed subject to office objection that ad-valorem court fees has not been paid.
4. The counsel for the defendant appears and makes a grievance that the advance copy has not been served. However, on enquiry whether a caveat has been filed, the reply is in the negative and the counsel is unable to tell, under which provision an advance copy was required to be served.
5. Be that as it may, upon it being enquired from the counsel for the plaintiff as to how the plaintiff can maintain this suit, for declaration that the demand made by the defendant on 13th November, 2018 for a sum of Rs.1,55,90,821/- on account of risk purchase made by the defendant on account of breach by the plaintiff, by valuing the suit for the purpose of

jurisdiction at Rs.2,08,24,525/- and for the purpose of court fees at Rs.200/-, before this Court, the minimum pecuniary jurisdiction of which is over Rs.2 crores with respect to ordinary suits and over Rs.1 crore with respect to commercial suits within the meaning of Commercial Courts Act, 2015, the counsel for the plaintiff withdraws the suit with liberty to approach the Court of appropriate jurisdiction.

6. Dismissed as withdrawn with liberty aforesaid.

RAJIV SAHAI ENDLAW, J

JANUARY 15, 2019

‘gsr’..