

A.No.2449 of 2020
in
C.S.SR.No.60868 of 2019

C.V.KARTHIKEYAN J.

The plaintiff has laid its claim on the basis of a Memorandum of Understanding, said to have been executed at Chennai on 20.08.2013. The suit is for recovery of money. The 3rd defendant is only a proforma party as against whom the proceedings were instituted before the National Company Law Tribunal, Chennai, and the matter being settled, the plaintiff has no further claim as against the 3rd respondent / 3rd defendant.

2.The only cause of action is the Memorandum of Understanding, which is said to have been executed at Chennai.

3.The learned counsel stated that the plaintiff had instituted a suit in the Court at Arizona in United States of America and the same was rejected on the ground of forum non-convenience on appearance entered by the defendant therein.

C.V.KARTHIKEYAN.,J

smv

4.The stand of the defendant was that the Court in India will have the jurisdiction and specific reference was made that the Memorandum of Understanding had been executed at Chennai, and that the Courts at United States of America would not have any jurisdiction. That stand of the defendant was considered and the plaintiff was non suited. However, the plaintiff has now filed the suit in Chennai, since the cause of action, according to the plaintiff still survives.

5.Taking into consideration this limited aspect, leave is granted and the Application is ordered as prayed for.

6.Registry may number the suit, if it is otherwise in order.

16.10.2020

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