

A.No.2540 of 2020
in C.S.No.SR73127 of 2020

C.V.KARTHIKEYAN J,

This application has been filed seeking leave to sue against the first and second defendants. The plaintiff claims to have lent money to the first defendant / Sambandh Finserve Private Limited having its registered Office at Odisha. The second defendant is a guarantor and also has Office at Odisha.

2. Mr.P.S.Raman, the learned senior counsel for the plaintiff sought advantage of the facility agreement entered into between the plaintiff and the first defendant wherein it had been stated that though Courts in Mumbai would have jurisdiction to examine issues arising out of the agreement, it has been further stated that the said conferment of jurisdiction is for the benefit of the plaintiff herein and that the plaintiff can also institute a suit in any competent Court. More specific attention is drawn to the agreement with the guarantor / second defendant wherein the Courts at Chennai had been stated to be the competent Court having jurisdiction to decide any issue arising out of the agreement.

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3. The learned senior counsel further printed out that the transaction actually took place at Chennai wherein money was lent and borrowed. The stamp papers were also purchased at Chennai. It was emphasised that the entire cause of action, so far as the lending of the money is concerned, took place in Chennai.

4. In view of the above facts, leave is granted.

5. Registry can number the suit if it is otherwise in order.

29.10.2020

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