

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

RSA-1447-2018(O&M)  
Date of decision: 28.02.2020

Perfect House Limited and others

.....Appellants

Versus

Mahinder Singh

.....Respondent

**CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL**

Present:- Mr.Arun Kumar Singal, Advocate for the appellants

Mr. Rajesh Goyal, Advocate for

Mr. Pritam Saini, Advocate for the respondent

**ANIL KSHETARPAL, J. (ORAL)**

The defendant-appellants have filed the present Regular Second Appeal against concurrent finding of facts arrived at by the Courts below while decreeing the suit for recovery of ₹9,70,948/- alongwith interest.

This Court has heard learned counsel for the parties at length and with their able assistance gone through the judgments passed by the Courts below.

Learned counsel for the appellants has made two fold arguments:-

i) By a contract in writing, the parties had agreed to confer exclusive territorial jurisdiction on the Courts located at Bombay and therefore, Courts at Panipat had no jurisdiction.

ii) The suit filed by the plaintiffs was time barred as it

was filed beyond period of three years.

On the other hand, learned counsel for the respondent has drawn attention of the Court to Section 21 of the Code of Civil Procedure, 1908 and submitted that unless there has been consequent failure of justice, appellate or revisional Court should not interfere with the judgment on the ground of lack of territorial jurisdiction. He further submitted that the suit filed by the plaintiff is within limitation because the contract between the parties was upto 31.5.2010 whereas the suit was filed on 20.2.2013.

This Court has analyzed the arguments of the learned counsel for the parties. In the considered view of this Court, there is no substance in the present appeal. Section 21 of the CPC 1908 reads as under:-

**“21. Objections to jurisdiction.—**(1)No objection as to the place of suing shall be allowed by any Appellate or Revisional Court unless such objection was taken in the Court of first instance at the earliest possible opportunity and in all cases where issues are settled at or before such settlement, and unless there has been a consequent failure of justice.

(2) No objection as to the competence of a Court with reference to the pecuniary limits of its jurisdiction shall be allowed by any Appellate or Revisional Court unless such objection was taken in the Court of first instance at the earliest possible opportunity, and, in all cases where issues are settled, at or before such settlement, and unless there has been a consequent failure of justice.

(3) No objection as to the competence of the executing Court with reference to the local limits of its jurisdiction shall be allowed by any Appellate or Revisional Court unless such objection was taken in the executing Court at the earliest possible opportunity, and unless there has been a consequent failure of justice.]

Sub-section (1) of Section 21 specifically uses the word “*unless there has been a consequent failure of justice*”. Obviously the Legislature intended that once the suit has been contested and decided, the Appellate and the Revisional Court should not interfere unless there has been a consequent failure of justice. In the present case, learned counsel for the appellants has failed to draw attention of the Court to any material which proves that there has been consequent failure of justice. Hence, the objection with regard to lack of territorial jurisdiction of the Court located at Panipat is without any substance. Learned counsel for the appellants relies upon a judgment passed by the Hon'ble Supreme Court in **“A.V.M Sales Corporation Vs. Anuradha Chemicals Private Limited”** (2012) 2 scc 315 to contend that the Hon'ble Supreme Court has laid down that objection to the jurisdiction can be entertained by the Appellate and Revisional Court.

On careful perusal of the judgment passed by the Hon'ble Supreme Court, it is apparent that attention of the Court was not drawn to Section 21 of the Code of Civil Procedure. Still further, the aforesaid judgment does not as a ratio decidendi lays down that the objection to the territorial jurisdiction can be entertained beyond the scope of Section 21 of the Code of Civil Procedure.

As regards second argument, it may be noticed that there is acknowledgement of the debt on settlement of accounts dated 20.2.2010. The aforesaid day has to be excluded as per Section 12 of the Limitation Act, 1963. Thus, the suit filed on 20.2.2013 is within limitation. In any case, the contract between the parties was valid upto 31.5.2010. Hence, the suit is within the limitation.

Keeping in view the aforesaid facts, this Court does not find any good ground to interfere.

Hence, dismissed.

**28.02.2020**

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Whether speaking/reasoned

Whether Reportable

**(ANIL KSHETARPAL)**

**JUDGE**

Yes / No

Yes / No