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C.R.P.(NPD) No.1250 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: **07.02.2022**

Pronounced on: **16.03.2022**

CORAM:

THE HONOURABLE MR. JUSTICE S.S.SUNDAR

C.R.P. (NPD) No.1250 of 2019

B.Padmanaban
Petitioner

..

Vs.

M/s. Robinson Cargo & Logistics
Private Limited,
No.5/5A, 3rd Floor,
Wellington Estate,
No.24, Commander-in-Chief Road,
Chennai – 600 078.

... Respondent

Civil Revision Petition is filed under Article 227 of Constitution of India, challenging the fair and decretal order dated 07.09.2018 passed in I.A. No.4947 of 2018 in O.S. No.4807 of 2017 on the file of the XIV Assistant Judge, City Civil Court, Chennai.

For Petitioner : Mr. R.Ezhilarasan

For Respondents : Mr. P.Suresh



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ORDER

This Civil Revision Petition is directed against the order passed by the XIV Assistant City Civil Court, Chennai, in I.A. No.4947 of 2018 in O.S. No.4807 of 2017.

2. The revision petitioner is the plaintiff in the suit in O.S. No.4807 of 2017 filed before the XIV Assistant City Civil Court, Chennai, for recovery of a sum of Rs.5,25,211/- along with interest on the principal amount of Rs.3,08,899/- from the date of suit. The revision petitioner filed the suit on the basis that he was appointed as a General Manager in the respondent company and that the Director of the Company expressed his inability to pay the salary to the plaintiff from the month of July 2014. Though it is admitted that the revision petitioner submitted his resignation letter on 16.09.2014, it is stated that he is deemed to be in service till 30.09.2014 and that the defendant company did not pay salary to the plaintiff for the last month i.e. September 2014. Stating that the plaintiff's last drawn salary was Rs.2,26,699/- and that few more amounts were also due and payable to the plaintiff in terms of the contract of employment, the plaintiff has



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come forward with suit for recovery of a sum of Rs.5,25,211/- along with the interest on the principal amount of Rs.3,08,899/-.

3. During the pendency of the suit, the respondent defendant filed an application under Order 7 Rule 10 C.P.C. to return the plaint as the Court in which the suit is filed lacks territorial jurisdiction. It is admitted that the respondent was filed as General Manager by a letter of appointment dated 01.11.2012, and that the petitioner has submitted his resignation to the Head office at Mumbai which has accepted his resignation letter dated 16.09.2014 with certain condition. It is specifically pleaded that as per the letter of appointment, the Court at Mumbai shall have exclusive jurisdiction in the event of any dispute arising between the petitioner and respondent in respect of or under the letter of appointment or in any manner concerning the employment of revision petitioner. It is also stated that the plaintiff has agreed unconditionally to the exclusive jurisdiction of the Court at Mumbai in relation to all matters pertaining to his employment. It is only based on the specific clause in the order of appointment appointing the plaintiff in the respondent company, the respondent filed the application questioning the territorial jurisdiction of the Court in which the suit is pending.



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4. The said application though was opposed by the revision petitioner, the lower Court allowed the application after holding that the dispute between the plaintiff and the defendant company being one relating to the employment of the revision petitioner, the Court at Mumbai will have exclusive jurisdiction to decide the suit. It is also observed by the lower Court that the plaintiff though was appointed as General Manager at Chennai and worked in the Chennai Zone, the plaintiff was receiving salary and all other communication by way of mail and telecommunication as approved by the Head Office at Mumbai and that as per Clause 13 of the appointment order, the jurisdiction of the Court at Mumbai is given exclusive jurisdiction. Relying upon the specific clause in the letter of appointment, the petition filed by the respondent was allowed for return of plaint.

5. Learned counsel appearing for the revision petitioner tried to convince this Court by referring to a judgment of this Court wherein it is held that the jurisdiction of Civil Court for recovery of arrears of rent is not ousted even though the proceedings for eviction in respect of buildings



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leased out in municipal areas are conducted only before the Rent Controller or the Appellate Authority, designated. Absolutely there is no rhyme or reason to compare the present situation with the situation dealt in the judgment the counsel is referring to.

6. It is to be noted that the Tamil Nadu Buildings (Lease and Rent Control) Act, does not provide any relief in favour of landlord to recover arrears of rent. Though the landlord can seek eviction on the ground of wilful default for non-payment of rent, the Rent controller is not an authority who can exercise the power of civil Court to recover the money even if it is towards arrears of rent. It is only the civil Court which can be approached to enforce the common law right of landlord to recover arrears of rent against the tenant. In the case on hand, the question is about the territorial jurisdiction of the Court in which the revision petitioner has filed the suit to recover the arrears of salary and other dues payable by the defendant to the petitioner as per the contract of employment. Parties to a contract can agree to vest jurisdiction in one such Court having inherent jurisdiction to try the dispute.

7. Having regard to the terms of appointment order and agreement to



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which the petitioner has submitted himself, in respect of all matters relating to his contract of employment, the Court at Mumbai will have exclusive jurisdiction. Hence, this Court finds no merits in the case and is unable to find any error or illegality or irregularity in the order passed by the lower Court holding that the suit for recovery of arrears of salary lies only before the Court at Mumbai even though the plaintiff happens to work at Chennai before he quits the job as the dispute is in relation to the terms of employment. Learned counsel appearing for the petitioner relied upon another judgment of Kerala High Court in the case of United India Insurance Co., Vs. The Associated Transport, reported in I (1987) ACC 401, wherein it is held that ouster of jurisdiction cannot be lightly assumed based on a clause in printed form, not signed by both parties without establishing consensus ad idem with regard to the particular clause confirming exclusive jurisdiction to a particular Court. In this case it is not even pleaded that the petitioner was not aware of the clause or that he did not agree for exclusive jurisdiction of Mumbai Court.



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8. Therefore this Court finds no merits in this revision petition.

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Accordingly, the Civil Revision Petition is dismissed. No costs.

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Internet : Yes

Speaking order / Non-speaking order

Index: Yes / No

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To

The XIV Assistant Judge, City Civil Court, Chennai.



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S.S.SUNDAR, J.,

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Pre-delivery order made in
C.R.P. (NPD) No.1250 of 2019

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