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A.No.4539 of 2022 in A.No.3370 of 2022 in C.S No.171 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 01.11.2022

Pronounced on : 11.11.2022

CORAM

THE HONOURABLE MR. JUSTICE **C.V.KARTHIKEYAN**

A.No.4539 of 2022

in

A.No.3370 of 2022

in

C.S.No.171 of 2022

1.Jeppiaar Remibai Educational Trust,
Jeppiaar Nagar, Kunnam Village,
Sriperumpudur Taluk,
Kanchipuram – 631 604.

2.N.Marie Wilson,
Managing Trustee of Jeppiaar Remibai Educational Trust,
Jeppiar Nagar, Kunnam Village,
Sriperumpudur Taluk,
Kanchipuram – 631 604.

...Applicants

Vs.

1.N.Marie Claude
Trustee of Jeppiaar Remibai Educational Trust,
No.31, 2nd Cross Street,
Ezhil Nagar, Lawspet,
Pondicherry – 605 003.



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2.D.Micheal,
Correspondent of St.Antony's School,
Bishop House,
Thimmavaram, Athur,
Kanchipuram – 603 101.

...Respondents

Prayer:- This application filed under Order XIV Rule 8 of the Original Side Rules R/w. Clause 12 of the Letters Patent, prayed to revoke the leave granted in A.No.3370 of 2022 in C.S.No.171 of 2022 by order dated 12.08.2022.

For 2 nd Applicant	: Mr.P.S.Raman, Senior Counsel For Mr.K.V.Sajeev Kumar
For 1 st Respondent	: Ms.Gladys Daniel

ORDER

This Application has been filed taking advantage of Clause 12 of the Letters Patent seeking to revoke the relief granted in A.No.3370 of 2022 by order dated 12.08.2022, to institute C.S.No.171 of 2022 within the jurisdiction of this Court.

2.C.S.No.171 of 2022 had been filed by N.Marie Claude as Trustee of Jeppiaar Remibai Educational Trust against (i) Jeppiaar



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Remibai Educational Trust; (ii) N.Marie Wilson, Managing Trustee of Jeppiaar Remibai Educational Trust; and (iii) D.Micheal, Correspondent of St.Anthony's School, Kanchipuram, seeking permanent injunction restraining the 3rd defendant from acting as correspondent of St.Anthony's School and to reinstate the plaintiff as the correspondent of the St.Anthony School and for permanent injunction restraining the 2nd defendant from appointing the 3rd defendant as a trustee of the 1st defendant and directing the 2nd defendant to render accounts of profits and losses of the 1st defendant and for costs of the suit.

3.To adjudicate the issues raised in A.No.4539 of 2022, it may not be necessary on the part of this Court to examine the allegations raised in the plaint, since they are not germane. Along with the plaint, the plaintiff had also filed A.No.3370 of 2022 under Clause 12 of the Letters Patent and the relevant rules of the Original Side of the Madras High Court seeking leave to sue the defendants and institute the suit within the jurisdiction of this Court.

4.The necessity to so seek leave arose because the plaintiff was a resident of Pondicherry, the 1st defendant trust was registered in



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Sriperumbudur with address at Sriperumbudur, Kanchipuram District and the 2nd and 3rd defendants were also residents of in Kanchipuram. All the parties to the litigation were thus residing / carrying on business outside the territorial jurisdiction of this Court.

5.In the affidavit filed in support of A.No.3370 of 2022, it had been stated that under Clause 6(10) of the Bye Laws of the Trust Deed, it had been stated that if any dispute arises, with respect to the terms of the Trust Deed, then the Madras High Court will have jurisdiction to adjudicate such disputes. It was only therefore that leave was sought claiming that the Madras High Court in its Original Side alone had jurisdiction to examine the issues raised.

6.A learned Single Judge of this Court by order dated 12.08.2022 had granted such leave. In the order, it had been stated as follows in the order:

“This application has been filed to grant leave to sue against the respondents/defendants.

2.It is the case of the applicant/plaintiff that both the applicant/plaintiff as well as the



respondents/defendants are residing out side the jurisdiction of this Court and the schedule mentioned properties are also situated out side the jurisdiction of this Court. However, the learned counsel for the applicant/plaintiff has referred to Clause 6 (10) of the Trust Deed, which reads as follows:

"10.In the event of any dispute or difficulty against which no provision has been made in the Trust document or any doubt referred to as per clause 55 supra, the High Court, Madras on its original side shall be the Court having jurisdiction and the parties can resolve the dispute through the said Court."

3. By referring the above Clause mentioned in the Trust Deed, the learned counsel for the applicant/plaintiff has submitted that this Court has only jurisdiction to entertain this application since if there is any dispute as per Clause 6 (10) of the Trust Deed, the applicant/plaintiff can approach this Court. Hence, the present application has been filed to grant



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leave to sue against the respondents/defendants.

4.Considering the submissions made by the learned counsel for the applicant/plaintiff and upon perusal of Clause 6 (10) of the Trust Deed dated 16.12.2010 executed by the first defendant, it is clear that in the event of any dispute, the applicant/plaintiff can approach this Court and in view of Clause 6 (10) of the Trust Deed dated 16.12.2010, this Court is having jurisdiction to entertain the above suit. Accordingly, this Court is inclined to grant leave to sue against all the respondents/defendants.

5.Accordingly, this petition is allowed.”

7.On receipt of suit summons, the 2nd defendant has filed the present Application / A.No.4539 of 2022 to revoke the leave granted.

8.In the affidavit filed in support of the said application, it had been stated that though, in the Trust Deed dated 16.12.2010 in Clause 6(10), it had been mentioned that the Madras High Court on its Original Side, would be the Court having jurisdiction, to adjudicate disputes, still



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the trustees cannot confer jurisdiction unless the conditions enumerated under the Clause 12 of the Letters Patent are satisfied. It had been stated that no triable issue had arisen within the jurisdiction of this Court. It had been very specifically stated that the cause of action had not arisen within the jurisdiction of this Court. It had been stated that this Court have no inherent jurisdiction to adjudicate the issues raised in the plaint. It had been stated that jurisdiction cannot be conferred by parties on a particular Court, which does not have jurisdiction to examine the said issues. It had been further stated that a statute limiting jurisdiction cannot be over ridden by contract. It had been therefore stated that the leave which had been granted to institute the suit should be revoked.

9.A counter affidavit had been filed by the 1st respondent / plaintiff, wherein, it had been stated that the 2nd defendant was the author of the Trust Deed and therefore, Clause 6(10) of the Trust Deed, was binding on him. It was stated that the intention was to exclude all other Courts from adjudicating disputes is evident. It was also stated that it is open for a party to agree to abide by the jurisdiction of any competent Court and have their disputes adjudicated by that Court alone. It had been stated that the 2nd defendant had taken a decision to confer such



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jurisdiction on the Madras High Court and therefore, cannot now turn around and state that the Madras High Court does not have jurisdiction to examine the issues raised in the plaint. It had been finally stated that therefore the leave granted under Clause 12 of the Letters Patent should be maintained, and A.No.4539 of 2022 should be dismissed.

10.I must also state that while extracting the relevant portions in the affidavit and in the counter affidavit, very consciously I have not stated about the allegations made by the plaintiff against the 2nd defendant or by the 2nd defendant against the plaintiff, relating to their respective grievances against each other with respect to discharge of work as Trustee / Managing Trustee. As pointed out those facts are not germane to examine the issues raised in the present Application.

11.Heard arguments advanced by Mr.P.S.Raman, learned Senior Counsel on behalf of the Mr.K.V.Sanjeev Kumar, learned counsel for the 2nd applicant in A.No.4539 of 2022 / 2nd defendant in the Suit and Ms.Gladys Daniel, learned counsel for the 1st respondent in A.No.4539 of 2022 / applicant in A.No.3370 of 2022 / plaintiff in the Suit.



WEB COPY 12.C.S.No.171 of 2022 surrounds disputes between the plaintiff on

the one hand and the 2nd defendant on the other hand relating to discharge of their respective responsibilities as Trustee and Managing Trustee of Jeppiaar Remibai Educational Trust. The cause of action for the institution of the said suit arose, when the 2nd defendant had issued letters terminating the plaintiff as correspondent of St. Anthony's School at Kanchipuram and appointing the 3rd defendant, D.Micheal as the correspondent. The 2nd defendant had also conveyed his decision to remove the plaintiff as Trustee of the Jeppiaar Remibai Educational Trust. The plaintiff proclaims that such removal is malafide and has raised objections to the same. The 2nd defendant, however, has justified such removal.

13.The said facts have been recorded only to state the nature of disputes between the plaintiff and the 2nd defendant.

14.Jeppiaar Remibai Educational Trust was registered on 16.12.2010, on a declaration of Trust made by the 2nd defendant, N.Marie Wilson, who was termed as the author of the Trust. The Trust Deed was



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registered as Doc.No.1042 of 2010 in the office of the Sub-Registrar, Walajabad. The 2nd defendant / author of the trust had stated that his family members alone can be the trustees and the entire family should follow Christian religion. He had also stated that the nomination of any other trustee shall be only at his discretion / the Founder Trustee till his lifetime. The objects of the trust was to establish and develop educational institutions like Schools, Colleges, Polytechnics, Medical, Dental, Engineering Colleges, Business Schools and Management and Computer Education, Private Universities and also Hospitals and other Institutions, without motive of profit.

15.At the time when the Trust Deed was registered the Board of Trustees were the 2nd defendant, N.Marie Wilson, Dr.Jeppiaar and Mrs.Remibai Jeppiaar. It was specifically provided that the Managing Trustee can fix or vary the number of trustees and also appoint a new or additional trustee. It was also provided that a trustee shall ceased to be a trustee, if a resolution to that effect was passed by the majority of the trustees at a meeting.



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16.Clause 6(10) of the Trust Deed is as follows:

“6(10).In the event of any dispute or difficulty against which no provision has been made in the Trust document or any doubt referred to as per clause 55 supra, the High Court, Madras on its original side shall be the Court having jurisdiction and the parties can resolve the dispute through the said Court.”

17.Invoking the said provision and raising grievance against the manner in the 2nd defendant had been functioning adverse to his interest, the plaintiff had instituted the suit seeking the reliefs as stated above. He had also filed an application seeking leave to institute the suit. The leave was granted and the 2nd defendant now seeks such leave to be revoked.

18.It is claimed that no cause of action had arisen within the jurisdiction of this Court and that the Trust Deed was also registered in the office of the Sub-Registrar at Walajabad outside the jurisdiction of this Court and that the plaintiff and the defendants reside outside the jurisdiction of this Court. It had been contended that the parties cannot



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confer jurisdiction on a Court, which does not have inherent jurisdiction to examine the issues presented before it.

19. On the other hand, it is the contention of the plaintiff that the 2nd defendant being the author of the trust had taken a conscious decision to confer jurisdiction on the Madras High Court and therefore, cannot now seek to revoke the leave granted and claim that the Court does not have jurisdiction.

20. The issue which will therefore have to be examined is whether parties can confer jurisdiction on a Court, when no cause of action had arisen within the territorial jurisdiction of that particular Court.

21. Clause 12 of the Letters Patent is as follows:-

“12. Original jurisdiction as to suits:- And we do further ordain that the said High Court of Judicature at Madras, in exercise of its ordinary original civil jurisdiction, shall be empowered to receive, try, and determine suits of every description if, in the case of suits for land or other immovable property, such land or property shall be



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situated, or, in all other cases, if the cause of action shall have arisen, either wholly, or, in case the leave of the Court shall have been first obtained, in part, within the local limits of the ordinary original jurisdiction of the said High Court: or if the defendant at the time of the commencement of the suit shall dwell or carry on business or personally work for gain, within such limits; except the said High Court shall not have such original jurisdiction in cases falling within the jurisdiction of the Small Cause at Madras, in which the debt or damaging, or value of property the sued for does not excited hundred rupees.”

22.A careful reading of the said provision would reflect that the Madras High Court in its ordinary original civil jurisdiction shall be empowered to determine issues in suits, if it is a suit for land or other immovable property, and if such land or property is situated within the local limits of the Court or if the cause of action either wholly or in part had arisen within the local limits of the Court or if the defendant at the time of the commencement of the suit dwells or carries on business or personally works for gain within the limit of the Madras High Court.



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23. Therefore, the Madras High Court can exercise jurisdiction only when, in the case of a suit for land or other immovable property, only if such land or property is situated within the jurisdiction of the Court or if the cause of action had arisen wholly or partly within the jurisdiction of this Court and if it had arisen partly, then only if leave had been obtained to institute the suit within the jurisdiction of this Court or if the defendant resides or carries on business or works for gain within the jurisdiction of the Madras High Court.

24. In the instant case, it had been stated in the affidavit filed in support of A.No.3370 of 2022 that since Clause 6(10) of the Trust Deed had conferred jurisdiction on this Court to examine disputes, a substantial part of cause of action had arisen within the jurisdiction of this Court. Thus, on two grounds, leave had been sought namely, that in the Trust Deed, there was a clause conferring jurisdiction on the Madras High Court and also that a substantial part of cause of action had arisen within the jurisdiction of this Court.



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25.However, a reading of the plaint reveals that as a fact, no part of cause of action for institution of the suit had arisen within jurisdiction of this Court.

26.In the plaint, in paragraph No.22 relating to the cause of action, it had been stated that the cause of action had arisen on 16.12.2010 when the Trust Deed was registered in the office of the Sub-Registrar, Walajabad, on the dates when other trustees were included and supplementary deeds were registered, however again in Sub-Registrar offices, outside the jurisdiction of this Court, on 12.01.2021 when an English Medium School in the name of St. Anthony's School was resolved to be started, on 19.01.2021 when a Lease Deed was executed and registered in the office of the Sub-Registrar, Sunguvarchatram, with respect to the lands of the school, on 09.06.2022 when the plaintiff received a notice from Indian Bank for recovery of dues for loan facilities availed in the name of the Trust, on 22.06.2022, when the Lease Deed was cancelled by another registered document again registered in the Sub-Registrar Office at Sunguvarchatram and when notices were received about filing of cases before the Labour Court at Kanchipuram



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and again when notice was received from the Indian Bank on 09.06.2022.

27.It is therefore seen that the Trust Deed had been registered outside the jurisdiction of this Court and even, if it is to be taken that the notice from the Indian Bank which had generated from the Stressed / Asset Management Branch at Egmore Chennai, gives rise to a part of cause of action, however, the actual loan and credit facility were availed from Indian Bank (Ind MSME Sriperumbudur Branch), again situated outside the jurisdiction of this Court. It must be stated that leave was not sought on the ground that Indian Bank at Chennai had issued notice. Indian Bank is not a defendant to the suit. The reliefs sought by the plaintiff is only against the 2nd defendant who is residing outside the jurisdiction of this Court.

28.Thus, it is very evident that no part of the cause of action had arisen within the jurisdiction of this Court.

29.It had been further stated that the Madras High Court has jurisdiction to examine the issues raised consequent to Clause 6(10) of



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the Bye Laws of the Trust Deed. Thus the only ground on which the suit had been filed within the jurisdiction of this Court is on the basis of reliance placed on Clause 6(10) of the Trust Deed. If that clause was not incorporated in the Trust Deed, then this Court will not have jurisdiction to entertain the suit at all.

30.It is therefore seen that the point to be examined is whether parties can confer jurisdiction on a Court, which does not have territorial jurisdiction or where the cause of action had never arisen.

31.In this case, it may be worthwhile to also extract Order VII Rule 10 of CPC:-

“10.Return of Complaint.-

(1)Subject to the provisions of rule 10-A, the complaint shall at any stage of the suit be returned to be presented to the Court in which the suit should have been instituted.

Explanation : *For the removal of doubts, it is hereby declared that a Court of appeal or revision may direct, after setting aside the decree passed in a suit,*



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the return of the plaint under this sub-rule.

(2) Procedure on returning plaint.- On returning a plaint, the Judge shall endorse thereon the date of its presentation and return, the name of the party presenting it, and a brief statement of the reasons for returning it.”

32.Rule 10A mentioned therein relates to the responsibility of the Court to fix a date of appearance in the Court where the plaint is to be filed after its return.

33.The issue which actually concerned the learned counsel for the plaintiff is that the plaintiff had the benefit of an interim injunction being granted and the fate of such interim orders if this Court were to take a decision that the plaint is to be returned owing to lack of territorial jurisdiction.

34.In ***Swastik Gases (P) Ltd. V. Indian Oil Corporation Ltd., (2013) 9 SCC 32***, it had been observed as follows:-



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parties intended to exclude all other courts. A clause like this is not hit by Section 23 of the Contract Act at all. Such clause is neither forbidden by law nor it is against the public policy. It does not offend Section 28 of the Contract Act in any manner.”

(Emphasis Supplied)

It is thus seen that even if parties to a contract specify the jurisdiction of a Court at particular place, such Court ***should have jurisdiction to deal with the matter***. That is a specific pre-condition to apply the ratio laid.

35.In the instant case, since no cause of action had arisen within the jurisdiction of this Court, the Madras High Court has no jurisdiction to examine the issues raised.

36.The second aspect to be addressed is with respect to the interim orders granted and the fate of leave granted under Section 92 of CPC.

37.In ***EXL Careers and Another V. Frankfinn Aviation Services Private Limited, (2020) 12 SCC 667***, on a reference made, a larger



Bench of the Hon'ble Supreme Court had held as follows:

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*14. That brings us to the order of the reference to be answered by us. In **Joginder Tuli [Joginder Tuli v. S.L. Bhatia, (1997) 1 SCC 502]** the original court lost jurisdiction by reason of the amendment of the plaint. The trial court directed it to be returned for presentation before the District Court. This Court observed as follows: (SCC pp. 503-04, para 5)*

“5. ... Normally, when the plaint is directed to be returned for presentation to the proper court perhaps it has to start from the beginning but in this case, since the evidence was already adduced by the parties, the matter was tried accordingly. The High Court had directed to proceed from that stage at which the suit stood transferred. We find no illegality in the order passed by the High Court warranting interference.”

*To our mind, the observations are very clear that the suit has to proceed afresh before the proper court. The directions came to be made more in the peculiar facts of the case in exercise of the discretionary jurisdiction under Article 136 of the Constitution. We may also notice that it does not take into consideration any earlier judgments including **Amar Chand***



Inani v. Union of India [Amar Chand Inani v. Union of India, (1973) 1 SCC 115] by a Bench of three Hon'ble Judges. There is no discussion of the law either and therefore it has no precedential value as laying down any law.

15.Modern Construction [ONGC v. Modern Construction & Co., (2014) 1 SCC 648 : (2014) 1 SCC (Civ) 617] , referred to the consistent position in law by reference to ***Ramdutt Ramkissen Dass v. E.D. Sassoon & Co. [Ramdutt Ramkissen Dass v. E.D. Sassoon & Co., 1929 SCC OnLine PC 3 : (1928-29) 56 IA 128 : AIR 1929 PC 103]*** , ***Amar Chand Inani v. Union of India [Amar Chand Inani v. Union of India, (1973) 1 SCC 115]*** , ***Hanamanthappa v. Chandrashekharappa [Hanam anthappa v. Chandrashekharappa, (1997) 9 SCC 688]*** , ***Harshad Chimanlal Modi (2) [Harshad Chimanlal Modi (2) v. DLF Universal Ltd., (2006) 1 SCC 364]*** and after also noticing ***Joginder Tuli [Joginder Tuli v. S.L. Bhatia, (1997) 1 SCC 502]*** , arrived at the conclusion as follows: ***(Modern Construction case [ONGC v. Modern Construction & Co., (2014) 1 SCC 648 : (2014) 1 SCC (Civ) 617]*** , ***SCC p. 654, para 17)***



“17. Thus, in view of the above, the law on the issue can be summarised to the effect that if the court where the suit is instituted, is of the view that it has no jurisdiction, the plaint is to be returned in view of the provisions of Order 7 Rule 10 CPC and the plaintiff can present it before the court having competent jurisdiction. In such a factual matrix, the plaintiff is entitled to exclude the period during which he prosecuted the case before the court having no jurisdiction in view of the provisions of Section 14 of the Limitation Act, and may also seek adjustment of court fee paid in that court. However, after presentation before the court of competent jurisdiction, the plaint is to be considered as a fresh plaint and the trial is to be conducted de novo even if it stood concluded before the court having no competence to try the same.”

Joginder Tuli [Joginder Tuli v. S.L. Bhatia, (1997) 1 SCC 502] was also noticed in Harshad Chimanlal Modi (2) [Harshad Chimanlal Modi (2) v. DLF Universal Ltd., (2006) 1 SCC 364] but distinguished on its own facts.



*16. We find no contradiction in the law as laid down in **Modern Construction [ONGC v. Modern Construction & Co., (2014) 1 SCC 648 : (2014) 1 SCC (Civ) 617]** pronounced after consideration of the law and precedents requiring reconsideration in view of any conflict with **Joginder Tuli [Joginder Tuli v. S.L. Bhatia, (1997) 1 SCC 502]**. **Modern Construction [ONGC v. Modern Construction & Co., (2014) 1 SCC 648 : (2014) 1 SCC (Civ) 617]** lays down the correct law. We answer the reference accordingly.*

*17. We regret our inability to concur with **Oriental Insurance Co. Ltd. [Oriental Insurance Co. Ltd. v. Tejparas Associates & Exports (P) Ltd., (2019) 9 SCC 435 : (2019) 4 SCC (Civ) 534]**, relied upon by Mr Patwalia, that in pursuance of the amendment dated 1-2-1977 by reason of insertion of Rule 10-A to Order 7, it cannot be said that under all circumstances the return of a plaint for presentation before the appropriate court shall be considered as a fresh filing, distinguishing it from **Amar Chand Inani [Amar Chand Inani v. Union of India, (1973) 1 SCC 115]**. The attention of the Court does not appear to have been invited to **Modern Construction [ONGC v. Modern Construction &***



Co., (2014) 1 SCC 648 : (2014) 1 SCC (Civ) 617] and the plethora of precedents post the amendment.

*18. Order 7 Rule 10-A, as the notes on clauses indicates, was inserted by the **Code of Civil Procedure (Amendment) Act, 1976** (with effect from 1-2-1977) for the reason:*

“New Rule 10-A is being inserted to obviate the necessity of serving summonses on the defendants where the return of plaint is made after the appearance of the defendant in the suit.”

Also, under sub-rule (3) all that the Court returning the plaint can do, notwithstanding that it has no jurisdiction to try the suit is:

“10-A. Power of court to fix a date of appearance in the court where plaint is to be filed after its return.—(1)-

*(2) * * **

(3) Where an application is made by the plaintiff under sub-rule (2), the court shall, before returning the plaint and notwithstanding that the order for return of plaint was made by it on the ground that it has no jurisdiction to try the suit,—



- (a) *fix a date for the appearance of the parties in the court in which the plaint is proposed to be presented, and*
- (b) *give to the plaintiff and to the defendant notice of such date for appearance.”*

19. *The language of Order 7 Rule 10-A is in marked contrast to the language of Section 24(2) and Section 25(3) of the Code of Civil Procedure which read as under:*

“24. General power of transfer and withdrawal.—(1) * * *

(2) Where any suit or proceeding has been transferred or withdrawn under sub-section (1), the court which is thereafter to try or dispose of such suit or proceeding may, subject to any special directions in the case of an order of transfer, either retry it or proceed from the point at which it was transferred or withdrawn.

...

25. Power of Supreme Court to transfer suits, etc.—(1)-(2) * * *

(3) The court to which such suit, appeal or other proceeding is transferred shall, subject to any special directions in the order of transfer, either



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retry it or proceed from the stage at which it was transferred to it.”

20. The statutory scheme now becomes clear. In cases dealing with transfer of proceedings from a court having jurisdiction to another court, the discretion vested in the court by Sections 24(2) and 25(3) either to retry the proceedings or proceed from the point at which such proceeding was transferred or withdrawn, is in marked contrast to the scheme under Order 7 Rule 10 read with Rule 10-A where no such discretion is given and the proceeding has to commence de novo.

21. For all these reasons, we hold that Oriental Insurance Co. Ltd. [Oriental Insurance Co. Ltd. v. Tejparas Associates & Exports (P) Ltd., (2019) 9 SCC 435 : (2019) 4 SCC (Civ) 534] does not lay down the correct law and overrule the same. R.K. Roja [R.K. Roja v. U.S. Rayudu, (2016) 14 SCC 275 : (2017) 3 SCC (Civ) 270] has no direct relevance to the controversy at hand.

(Emphasis Supplied)

It is thus clear that the presentation of a plaint before the appropriate Court shall be considered as a fresh filing and the Court will have to commence denovo on all the applications presented before it.



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38.However, I would like to still point out that the 2nd defendant was the author of the Trust Deed and had taken a conscious decision to confer jurisdiction on the Madras High Court with respect to any dispute or difficulties, with respect to which provision had not been made in the trust documents and that such doubts should be referred to the Madras High Court on its original side. The plaintiff as a trustee had filed the suit on the bonafide belief that the 2nd defendant would adhere to his own statement made in the Trust Deed.

39.This Court granted leave to institute the suit only after taking that clause into consideration. Thereafter, the Court also found *prima facie* reasons to grant interim orders. But however, since it is clear that this court has no jurisdiction, the plaint will have to be returned under Order VII Rule 10 CPC and the leave granted will have to be revoked under Clause 12 of the Letters Patent. The plaint will necessarily have to be presented before the Court of competent jurisdiction, which Court shall conduct the proceedings denovo.



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40. In view of the fact that this Court holds that there is no jurisdiction to examine the issues presented, this Application stands allowed. The leave granted to institute C.S.No.171 of 2022 in A.No.3370 of 2022 is revoked. No costs.

41. The plaintiff is directed to file appropriate application as envisaged under Order VII Rule 10 A(2) of CPC.

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Index : Yes / No

Internet : Yes / No

Speaking order : Yes / No



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