



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

FAO 162/2022 and CM APPL. 26931/2022

Reserved on : 01.06.2022

Date of Decision : 17.08.2022

IN THE MATTER OF:

ANSHU RAIZADA

..... Appellant

Through: Mr. Ivan and Ms. Mohini Priya,
Advocates.

Versus

M/S ROCA BATHROOM PRODUCTS PRIVATE LIMITED & ORS.

..... Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

JUDGMENT

MANOJ KUMAR OHRI, J.

1. By way of the present appeal filed under Order 43 Rule 1(r) CPC, the appellant/plaintiff seeks setting aside of the order dated 11.04.2022 passed by the learned ADJ-01, East District, Karkardooma Courts, Delhi in CS(OS) No. 153/2021 whereby the plaint has been returned while observing that no cause of action has accrued within the territorial jurisdiction of Delhi.

2. Learned counsel for the appellant submitted that the Trial Court has passed a non-speaking order returning the plaint for want of territorial jurisdiction, ignoring the fact that a part of cause of action arose in Delhi.



Appellant would contend that a part of cause of action arose within the territorial limits of the Courts at Delhi, since he was appointed as 'Deputy Manager (Logistics)' in the Delhi office of E.I.D. PARRY (India) LTD. (hereinafter, referred to as '*PARRY*'), a company having its registered office in Chennai, Tamil Nadu, on 04.01.2006, which is the predecessor-in-interest of respondent No.1 pursuant to its acquisition. According to the appellant, the issuance of appointment letter at Delhi, its acceptance by him at Delhi and his initial posting at Delhi, are the elements of cause of action that would attract jurisdiction of Courts at Delhi regardless of the fact that he was posted out of Delhi office and was relocated to Gurgaon (now Gurugram) office of respondent No.1 in the year 2010, and subsequently to Sivakasi office where he served till the year 2020.

3. In support of his contention on jurisdiction, the appellant has placed reliance on decisions of this Court in Vishal Gupta v. L&T Finance Limited reported as **2009 SCC Online Del 2806** and HDFC Bank v. Deepti Bhatia reported as **2021 SCC Online Del 4973**.

4. I have heard learned counsel for the appellant.

5. It would be trite to say that only the averments made in the plaint have to be seen while deciding the question of territorial jurisdiction on the principles enshrined under Order 7 Rule 10 CPC.

6. Devoid of specific details, broadly speaking, as per the case pleaded in the plaint, the appellant was originally appointed and posted in Delhi, vide appointment letter dated 04.01.2006 issued and accepted in Delhi, by the predecessor-in-interest of respondent No.1. He was relocated in



Gurugram office of respondent No.1 in the year 2010, where he served as Senior Manager-Logistics (Freight Management) until 29.01.2020, when he was transferred and posted in Sivakasi, Tamil Nadu. The appellant has alleged ill-treatment and harassment by respondent No.4, who is Head-SCM in respondent No.1, and holds him accountable for pushing the appellant to resign. The appellant sent in his resignation letter dated 31.05.2020, where he was last posted and the same was accepted by the Chennai office of respondent No.1 on 03.06.2020. Too late in the day though, the appellant has also made an issue of his transfer out of Delhi to Gurugram office in the year 2020, alleging that the same was contrary to the amended employment terms dated 04.01.2006 whereby the service was made non-transferrable.

7. By way of this appeal, the appellant has prayed for setting aside of his transfer and subsequent resignation-which he has characterized as a wrongful termination of service, and consequent re-instatement and damages for the losses suffered by him in the process.

8. The appellant had invoked territorial jurisdiction of the Trial Court on the following plea made in paragraph 42 of the plaint:

“42. That it is further stated that the cause of action has arisen within the territorial jurisdiction of this Hon’ble Court as per Section 19 of the Code of Civil Procedure, 1908. It is settled law that a suit for damages can be instituted at the place where the said damage or wrong was done to the person who has suffered said damage/wrong. In the matter at hand, the wrong/damage out of which the present claim for compensation arises was done within the territorial jurisdiction of this Hon’ble Court and by virtue of that the present Hon’ble Court has jurisdiction to try the suit at hand. Furthermore, this Hon’ble Court also has jurisdiction under Section 20(c) of the



Code of Civil Procedure, 1908 as the cause of action for the present suit has arisen within the territorial jurisdiction of this Hon'ble Court."

9. Very evidently, territorial jurisdiction of Courts in Delhi is claimed on the basis of cause of action under Section 20(c) CPC. Clearly, the respondents neither have their office in Delhi nor they work for gain within the jurisdiction of Courts at Delhi. Section 20 (a) and (b) are neither invoked nor attracted. There is not even an iota of averment in the plaint that respondent No.1 has its registered/principal/subordinate office within the territorial jurisdiction of this Court, where it can be said to be carrying out its business nor it is averred that any of the other respondents are located in Delhi. Even otherwise, they are impleaded only in their official capacity.

10. The appellant has claimed jurisdiction of Courts in Delhi primarily on the basis of an appointment letter dated 04.01.2006 issued to him by PARRY as per which, the appellant's posting was in the Delhi office. It has been averred that the said letter was not only received in Delhi, but its acceptance had also taken place at Delhi. Although the appellant has sought to canvass that the employment terms under the appointment letter were modified, his request for posting in Delhi was prior to the issuance of appointment letter which clearly specified that his services were transferable.

11. According to this Court, the receipt of appointment letter in Delhi, its acceptance by the appellant at Delhi and his initial posting at Delhi are not material part of cause of action for the purposes of the relief sought, based on the averments made in the plaint. The grievance pleaded in the plaint pertains to the alleged harassment suffered by the appellant at the hands of



respondent No.4 while being posted at Gurugram and later Sivakasi. None of the allegations pertain to the time when the appellant was posted in Delhi, ignoring for the time being the aspect of limitation. The same is true regarding the appellant's transfer from Delhi to Gurugram, even though there is no challenge to the transfer itself. The relief of damages also relates to the period when the appellant was posted at Gurugram and towards the 'transfer dues' on account of his transfer from Gurugram to Sivakasi.

12. As per Section 20(c) CPC, a civil suit is to be instituted at a place where the cause of action, wholly or in part, arises. Though the phrase "*cause of action*" is not defined in CPC, it can be stated to be a bundle of facts which allow a person to establish his or her legal rights against another person with a right to take legal action against them on the basis of these facts. Cause of action is an integral part and foundation of the plaint and if there is no cause of action then the plaint has to be rejected. Further, the cause of action must have accrued before institution of plaint. The expression "*cause of action*" has been repeatedly defined by the Supreme Court as constituting the entire bundle of facts which is required to be established in order for a plaintiff to claim a right to relief against a defendant in a suit. [Refer: A.B.C. Laminart (P) Ltd. and Another v. A.P. Agencies, Salem reported as (1989) 2 SCC 163].

13. It appears that the appellant has chosen to file his suit in Delhi based on his own convenience, since he is now residing in Delhi, rather than based on legal principles that will determine the territorial jurisdiction of a Court. Reference to appointment letter issued at Delhi in the year 2006, and initial posting at Delhi, for claiming jurisdiction on the basis of cause of action is



misplaced, as they do not form part of material cause of action for the relief sought in the plaint.

14. This Court is of the further opinion that the case laws cited by the appellant are not applicable to the facts of the present case. It is deemed expedient to note that the same were rendered in different fact situations primarily concerned with the exclusionary clauses in employment contracts. In the case of Vishal Gupta (Supra), the plaintiff was appointed by the defendant/*L & T Finance Limited*, which had an office in Delhi. He was to work primarily for the Delhi office of the defendant, and in fact, he rendered services only for the Delhi office. The dispute had arisen between the parties on account of the fact that the defendant did not issue a relieving letter to the plaintiff and the latter was prevented from taking up employment elsewhere. The appointment letter of the appellant contained an ouster clause, in terms whereof only Courts in Mumbai were to have jurisdiction. In this backdrop, it was held that directing the plaintiff to travel to another city, i.e., Mumbai, to claim the relief of obtaining relieving letter would be unjust, more so since the Defendant had an office in Delhi and it would have no difficulty in appearing and defending itself.

15. With regard to the reliance placed on behalf of the appellant on HDFC Bank (Supra), it is observed that the plaintiff therein was initially employed with *Lord Krishna Bank*, which later merged with the defendant/*HDFC Bank*. Consequent to the merger, the plaintiff executed an employment agreement with the defendant/*HDFC Bank* in the year 2009, in terms whereof she was posted at Delhi. Subsequently, the plaintiff's services were terminated by the defendant/*HDFC Bank* and the termination letter was



served upon her in Delhi. She was last working in Delhi. The plaintiff's employment contract with the defendant/*HDFC Bank* contained a clause, in terms whereof jurisdiction vested in competent Courts of Mumbai. As such, the case primarily related to exclusivity of jurisdiction of Mumbai Courts in view of the terms of the employment contract. The impugned order, with which this Court agreed, was cautioned to be treated in future as one passed in peculiar facts and circumstances of the case.

16. Accordingly, the appeal is dismissed. Miscellaneous application is disposed of as infructuous.

(MANOJ KUMAR OHRI)
JUDGE

AUGUST 17, 2022

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