

Court. The Plaintiff has its Registered Office in Mumbai and carries on business in Mumbai. The Agreement between the Plaintiff and Defendant was executed in Mumbai. The Letter of Intent and Work Orders were received by the Plaintiffs in Mumbai and execution by the Plaintiff is in Mumbai. The payments under the Agreement were received by the Plaintiff at Mumbai. The work in the present matter was carried out outside the Mumbai at Gurgaon and therefore, a part of the cause of action has arisen outside Mumbai and in view of which leave under Clause XII of the Letters of Patent has been sought from this Court in view of the integral part of the cause of action within Mumbai.

3. I am satisfied from the jurisdiction clause in the Plaint that the integral part of the cause of action has arisen in Mumbai. This is in view of the Letter of Intent and Work Orders under which payments had been claimed and part payment of which is made have been signed by the Plaintiff in Mumbai. The contract has accordingly been concluded in Mumbai. It is in view of the work being carried out outside Mumbai at Gurgaon that leave is sought under Clause XII of the Letters of Patent.

4. Accordingly, the Leave Petition is made absolute in terms of the

prayer Clause 'a'.

5. Leave Petition is disposed of.

6. Place the Interim Application (L) No.14183 of 2022 on 8th March, 2023.

[R.I. CHAGLA J.]