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CRP(NPD)No.388



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 04.07.2023

CORAM:

THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.(NPD)No.3881 of 2015

M/s.Ashok Leyland Limited

Represented by its General Manager – Legal

S.Venkataraman, No.1, Sardar Patel Road

Guindy, Chennai-600 032.

.. Petitioner

Vs.

1. N.Bhagavathi Kumar

2. S.Arumugam

3. A.D.Gokula Krishnan

4. P.Umajayanthi

... Respondents

Prayer: Civil Revision Petition is filed under Section 115 of the Civil Procedure Code against the fair and decretal order dated 26.06.2015 made in C.M.A.No.53 of 2014 on the file of the V Additional Sessions Judge (Full Additional charge of I Additional Sessions Court) City Civil Court, Chennai, confirming the order dated 08.10.2013 passed in I.A.No.9189 of 2013 in O.S.No.3440 of 2012 on the file of the XIV Assistant Judge, City Civil Court, Chennai.

For Petitioner : M/s.Gupta and Ravi



For Respondents : No appearance

ORDER

This revision arises against the order passed under Order VII Rule 10 of the

Code of Civil Procedure.

2. The revision petitioner is the plaintiff and the respondents are the defendants in the suit. O.S.No.3440 of 2012 was presented seeking for recovery of a sum of Rs.3,16,240/- together with interest at the rate of 18% per annum. The cause of action for the suit is that the Civil Revision Petitioner had funded for the education of the 1st respondent at PSG College of Technology, Coimbatore. The purpose of education was for the Post Graduate Diploma. The 1st defendant had executed an agreement in favour of the plaintiff stating that he shall serve during the period with the plaintiff and in case, there is any default, the 1st defendant shall reimburse the amounts spent towards liquidated damages and the expenses that had been incurred by the plaintiff towards educational charges. The 2nd defendant, who is the guarantor had also affixed his signature on the same.

3. On the basis of the sponsorship, an appointment order was issued by the plaintiff to the 1st defendant on 10.02.2009. On the very next day, an agreement dated 11.02.2009 was executed. On 06.04.2009, the 1st defendant joined the plaintiff as a trainee and he was confirmed in service as a Senior Officer on 06.04.2010. On 20.11.2010, the 1st defendant abstained from service and when the plaintiff called



upon him to come and fulfil the contractual obligations, he did not report for duty.

Therefore, a lawyer's notice was issued on 06.01.2012 calling upon the defendants to pay the liquidated damages of Rs.3,16,240/-.

4. It is pertinent to point out that in the agreement for sponsorship under Clause 21, both the parties had agreed that the Courts in Chennai will have jurisdiction to deal with the matter. As the defendants did not fulfil the contractual obligations, the present suit came to be filed.

5. On the service of notice, the defendants took out an application directing to return the plaint in O.S.No.3440 of 2012 to be presented before the Court possessing appropriate jurisdiction. According to the defendants, the entire cause of action has arisen in Coimbatore and therefore, the City Civil Court at Chennai, will not have jurisdiction. This came to be accepted by the trial Court and it directed return of plaint.

6. Aggrieved by the same, an appeal was preferred in C.M.A.No.53 of 2014 by the revision petitioner and the same stood confirmed. Aggrieved by the said orders, the present Civil Revision Petition has been preferred by the revision petitioner.

7. It is settled law that parties cannot confer jurisdiction on the Court, but what

is to be seen is whether the cause of action or part of the cause of action has arisen



within the jurisdiction of the City Civil Court, Chennai. In the present case, the following Courts will have jurisdiction:

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- (1) Pollachi, where the 1st defendant was residing;
- (2) Coimbatore, where the actual education was sponsored;
- (3) Hosur, where the 1st defendant was working;
- (4) Ennore, where the training had been given;

Each of these places have Courts having jurisdiction over the dispute. Therefore, the plaintiff could have been presented in any of these four jurisdictions. None of these jurisdictions fall within the territorial limits of the City Civil Court at Chennai. The City Civil Court at Chennai will not have jurisdiction for transactions, which have taken place at Ennore. Therefore, the orders passed in I.A.No.9189 of 2013 dated 08.10.2013 confirmed in C.M.A.No.53 of 2014 dated 26.06.2015, are confirmed and the Civil Revision Petition is dismissed.

8. It is open to the plaintiff to present the plaintiff in any of the aforesaid four jurisdictions. The Registry of the City Civil Court, Chennai, is directed to return the original plaintiff in O.S.No.3440 of 2012 along with the documents after getting necessary endorsement from the plaintiff for presentation in the appropriate jurisdiction.



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9. With the above directions, the Civil Revision Petition stands dismissed. No

costs.

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Index:Yes/No

Speaking Order :Yes/No

Neutral Citation:Yes/No

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To

1. XIV Assistant Judge, City Civil Court, Chennai.

2. V Additional Sessions Judge
(Full Additional charge of I Additional Sessions Court)
City Civil Court, Chennai.



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V.LAKSHMINARAYANAN,J.

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