

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-6851-2018 (O&M)

Date of Decision : 01.08.2023

Reserved on : 24.07.2023

Avtar's Roll Forge Industries

..... Petitioner

Versus

M/s Ekam Agro Private Limited

..... Respondent

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present : Mr. Vaibhav Sehgal, Advocate
for the petitioner.

None for the respondent.

VIKRAM AGGARWAL, J

CM-22011-CII-2018

Prayer in the present application filed under Section 151 CPC is for placing on record photocopies of Annexures P-1 to P-5 and Annexures P-9 to P-11 and certified copies of Annexures P-6 to P-8 and for exempting the petitioner from filing certified copies of Annexures P-1 to P-5 and P-9 to P-11.

Application is allowed as prayed for subject to all just exceptions.

Annexures P-1 to P-11 are taken on record.

Main case

1. The present revision petition, preferred under Article 227 of the Constitution of India, assails the order dated 15.09.2018 (Annexure P-8), passed

filed by the present petitioner-defendant for rejection/return of the complaint was dismissed.

2. The facts, as emanating from the record and from the arguments addressed by learned counsel for the petitioner-defendant are that the respondent-plaintiff filed a suit for mandatory injunction in the Court of Civil Judge (Senior Division), Sri Muktsar Sahib, directing the petitioner-defendant to replace the steam boiler with the new boiler or to refund a sum of ₹20,13,800/- alongwith interest @ 18% per annum from the date of payment till realization. It was the case of the respondent-plaintiff that it was having a physical refinery under the name and style of Ekam Agro Private Limited. It had agreed on the quotations received from the petitioner-defendant on 03.06.2014 vide which the petitioner-defendant had agreed to install and provide all types of services with regard to steam boilers. 12 months comprehensive warranty for all equipments and 18 months warranty for valve and feed pump and other material specifically mentioned in their quotation had been agreed upon. The petitioner-defendant had also agreed to deliver the boiler till 31.08.2014. Agreeing upon their quotations, the respondent-plaintiff allotted a tender to the petitioner-defendant on 03.06.2014 itself. It was settled that ₹5,00,000/- would be given in advance and ₹7,00,000/- would be paid at the time of delivery of the shell and membrane. Further a sum of ₹9,50,000/- was agreed to be paid at the time of delivery of the balance material and ₹6,00,000/- was settled to be paid at the time of PDC. It was averred that the respondent-plaintiff was not acting as per quotations and was prolonging the delivery from 31.08.2014 to 15.11.2014. Certain other averments were also made.

3. During the pendency of the suit, an application Under Order 7 Rule 11 read with Section 151 C.P.C. (Annexure P-6) was filed by the petitioner-defendant for rejection of the complaint or for treating the said application for return of

the complaint. It was averred in the application that the quotations supplied by the

petitioner-defendant were confirmed by the respondent-plaintiff at Mandi Gobindgarh, District Fatehgarh Sahib. It was further averred that the goods had been supplied from Mandi Gobindgarh. The part payments were received through RTGS at Mandi Gobindgarh and the remaining amount was also to be received at Mandi Gobindgarh within the territorial jurisdiction of Amloh District Fatehgarh Sahib. It was averred that the present case fell under Order 7 Rule 11 (d) as in the entire plaint there was no reference of the written agreement entered into between the parties but it had been simply mentioned that quotations had been received. Reliance was placed upon the provisions of Sections 16 and 20 C.P.C. Certain judgments were also referred to and it was averred that the plaint was liable to be rejected and in the alternative the same was liable to be returned to present the same before the competent Courts at Amloh.

4. The said application was opposed by way of a reply dated 17.03.2018 (Annexure P-7). A preliminary objection was raised that the application had been filed only with a view to prolong the proceedings. It was averred that the respondent-plaintiff had received the quotations at Sri Muktsar Sahib. The work of installation was started at Sri Muktsar Sahib and some part of the machinery i.e. movable property had been installed in respect of the quotations which amounted to an agreement by the parties and, therefore, the cause of action arose at Sri Muktsar Sahib. On merits also, the averments were denied. However, the acceptance of proposal/quotations was admitted.

5. After considering the matter, the trial Court dismissed the application leading to the filing of the present revision petition.

6. It would be relevant to mention here that no one appeared on behalf of the respondent despite service.

7. I have heard learned counsel for the petitioner.

8. Learned counsel for the petitioner strenuously urged that the trial Court gravely erred in dismissing the application. Reference has been made to the jurisdictional clause in the Techno-Commercial Offer (Annexure P-11) submitted by the petitioner-defendant to the respondent-plaintiff. It has been submitted that as per the same, the jurisdiction with regard to any dispute had been conferred upon the Courts at Mandi Gobindgarh exclusively which would mean that the suit had to be instituted in the Sub Divisional Court at Amloh and not in the Courts at Sri Muktsar Sahib. Learned counsel made reference to the Bills (Annexures P-2 to P-5) and submitted that even on the bills, the jurisdiction of Fatehgarh Sahib was mentioned. Reference was made to the plaint (Annexure P-1) wherein, as per learned counsel for the petitioner, it was submitted in paragraph 4 that the respondent-plaintiff had agreed on the quotations received from the petitioner-defendant on 03.06.2014 itself. It was submitted that under the circumstances, the document (Annexure P-11) would be binding upon both sides and the jurisdiction for filing of a suit would be with the Courts at Amloh. Learned counsel also submitted that even a suit for recovery was filed by the petitioner-defendant in the Courts at Amloh and the same is being contested by the respondent-plaintiff. Reference was also made to the application moved under Order 7 Rule 11 CPC (Annexure P-6) and the reply (Annexure P-7) submitted thereto and it was emphasized that the plaint deserves to be returned for proper presentation in the Courts at Amloh. In support of his contentions, learned counsel relied upon the judgments of Hon'ble Supreme Court of India in A.V.M. Sales Corporation versus M/s Anuradha Chemicals Pvt. Ltd. 2012 (1) RCR (Civil) 859, M/s Swastik Gases P. Ltd. Versus Indian Oil Corp. Ltd. 2014 (1) RCR (Civil) 52, Balaji Coke Industry Private Limited versus Maa Bhagwati Coke Gujarat Private Limited (2009) 9 Supreme Court Cases 403, Angile Insulations versus Dav Y Ashmore India Ltd. And another (1995) 4 Supreme Court Cases 153,

Shriram City Union Finance Corporation Ltd. Versus Rama Mishra (2002) 9

Supreme Court Cases 613 and Hanil Era Textiles Ltd. Versus Puromatic Filters

(P) Ltd. (2004) 4 Supreme Court Cases 671.

9. I have given my thoughtful consideration to the arguments advanced by learned counsel for the petitioner.

10. Before advertng to the merits of the issue under consideration, it would be apposite to refer to the statutory provisions relevant to the present case.

11. Learned counsel for the petitioner restricted his arguments to the issue of return of plaint and did not address arguments with regard to rejection of plaint. He was fair enough to have stated that he was confining his arguments with regard to return of plaint. Order 7 Rule 10 CPC deals with return of plaint. Order 7 Rule 10 (1) lays down that the plaint can be returned at any stage for being presented to the Court in which the suit should have been instituted. Order 7 Rule 10 (2) states that on returning a plaint, the date of presentation and return would be endorsed thereon alongwith the name of the party presenting it and a brief statement of the reasons for returning it. Order 7 Rule 10 (A) states that a date of appearance may also be fixed when a plaint is to be filed after its return.

12. Sections 23 and 28 of the Indian Contract Act, 1872 (hereinafter referred to as ‘the Contract Act’) lay down as under:-

“Section 23

What consideration and objects are lawful, and what not.—The consideration or object of an agreement is lawful, unless— —The consideration or object of an agreement is lawful, unless—" it is forbidden by law; ¹⁴ or is of such a nature that, if permitted, it would defeat the provisions of any law; or is fraudulent; or involves or implies, injury to the person or property of another; or the Court regards it as immoral, or opposed to public policy. In each of these cases, the consideration or object of an agreement is said to be

unlawful. Every agreement of which the object or consideration is unlawful is void.

Section 28

Agreements in restraint of legal proceedings, void. — ¹⁷ [Every agreement,—

(a) by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunals, or which limits the time within which he may thus enforce his rights; or

(b) which extinguishes the rights of any party thereto, or discharges any party thereto, from any liability, under or in respect of any contract on the expiry of a specified period so as to restrict any party from enforcing his rights, is void to that extent.

13. Coming to the law on the subject, the Hon'ble Apex Court held in the case of *A.V.M. Sales Corporation versus M/s Anuradha Chemicals Pvt. Ltd.* (supra) that where two courts have the jurisdiction to entertain the suit, the parties can, by agreement, exclude the jurisdiction of one Court and the suit would lie in the Court to be agreed upon by the parties. The observations and the findings of the Hon'ble Apex Court in the said case are as under:-

6. The question involved in this Special Leave Petition has several dimensions, including the question as to whether the parties to an agreement can contract in violation of sections 23 and 28 of the Indian Contract Act, 1872. Obviously, the parties cannot contract against the statutory provisions. A connected question would arise as to whether the parties to an agreement can confer jurisdiction on a Court which has no territorial or pecuniary jurisdiction to entertain a matter ? The answer to the second question is also in the negative. However, in this case a slightly different question arises, namely, as to whether if two Courts have jurisdiction to try a suit, can the parties to an agreement mutually agree to exclude the jurisdiction of one Court in preference to the other and as to whether the same would amount to violation of the provisions of

sections 23 and 28 of the Indian Contract Act ? The said question has been answered in the affirmative by the Trial Court and has been upheld by the High Court.

7. The question which has been raised in this Special Leave Petition is not new and has been considered by this Court earlier in several decisions. We are, therefore, required to consider as to whether the cause of action for the Suit filed by the Respondent in Vijayawada arose within the jurisdiction of the Court of the Principal Senior Civil Judge at Vijayawada, exclusively, or whether such cause of action arose both in Vijayawada and also in Calcutta? As has been mentioned hereinbefore on behalf of the Petitioner, it had been urged that the entire cause of action for the Suit had arisen within the jurisdiction of the Calcutta Courts and the Courts at Vijayawada had no jurisdiction whatsoever to entertain a suit pertaining to the Understanding and Agreement arrived at between the parties. However, it was contended on behalf of the Respondent that its Registered Office was situate at Vijayawada, the Invoices for the goods were raised at Vijayawada, the goods were dispatched from Vijayawada and the money was payable to the Plaintiff or its nominee at Vijayawada, by way of Demand Drafts and, accordingly, the Courts at Vijayawada had jurisdiction to entertain the Suit.

8. It has often been stated by this Court that cause of action comprises a bundle of facts which are relevant for the determination of the lis between the parties. In the instant case, since the invoices for the goods in question were raised at Vijayawada, the goods were dispatched from Vijayawada and the money was payable to the Respondent or its nominee at Vijayawada, in our view, the same comprised part of the bundle of facts giving rise to the cause of action for the Suit. At the same time, since the Petitioner/ Defendant in the Suit had its place of business at Calcutta and the Agreement for supply of the goods was entered into at Calcutta and the goods were to be delivered at Calcutta, a part of the cause of action also arose within the jurisdiction of the Courts at Calcutta for the purposes of the suit. Accordingly, both the Courts within the jurisdiction of Calcutta and Vijayawada had jurisdiction under Section 20 of the Civil

Procedure Code to try the Suit, as part of the cause of action of the Suit had arisen within the jurisdiction of both the said Courts.

9. This leads us to the next question as to whether, if two Courts have jurisdiction to entertain a Suit, whether the parties may by mutual agreement exclude the jurisdiction of one of the Courts, having regard to the provisions of sections 23 and 28 of the Indian Contract Act, 1872. Section 23 of the aforesaid Act indicates what considerations and objects are lawful and what are not, including the considerations or objects of an agreement, if forbidden by law. Section 28 of the Act, which has a direct bearing on the facts of this case, clearly spells out that any agreement in restraint of legal proceedings is void. For the sake of reference, the same is extracted hereinbelow :

"28. Agreements in restrain of legal proceedings, void -
[Every agreement,

(a) by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunals, or which limits the time within which he may thus enforce his rights, or
(b) which extinguishes the rights of any party thereto, or discharges any party thereto from any liability, under or in respect of any contract on the expiry of a specified period so as to restrict any party from enforcing his rights, is void to the extent.]

Exception 1 : Saving of contract to refer to arbitration dispute that may arise.- This section shall not render illegal contract, by which two or more persons agree that any dispute which may arise between them in respect of any subject or class of subjects shall be referred to arbitration, and that only the amount awarded in such arbitration shall be recoverable in respect of the dispute so referred.

Exception 2 : Saving of contract to refer question that have already arisen. - Nor shall this section render illegal any contract in writing, by which two or more persons agree to refer to arbitration any question between them which has already

arisen, or affect any provision of any law in force for the time being as to reference to arbitration."

10. Basically, what Section 28 read with Section 23 does, is to make it very clear that if any mutual agreement is intended to restrict or extinguish the right of a party from enforcing his/her right under or in respect of a contract, by the usual legal proceedings in the ordinary Tribunals, such an agreement would to that extent be void. In other words, parties cannot contract against a statute.

11. One of the earlier cases in which this question had arisen, was the case of *A.B.C. Laminart Pvt. Ltd. & Anr. v. A.P. Agencies, Salem* [AIR 1989 Supreme Court 1239 : (1989) 2 SCC 163] . In the said case, the cause of action for the suit had arisen both within the jurisdiction of the Civil Court at Salem in Andhra Pradesh and in the Civil Court of Kaira in the State of Gujarat. The question arose as to whether since by mutual agreement the jurisdiction had been confined only to the Courts within Kaira jurisdiction, the suit filed at Salem was at all maintainable ? This Court, inter alia, held that there could be no doubt that an agreement to oust absolutely the jurisdiction of the Court will be unlawful and void, being against public policy. However, such a result would ensue if it is shown that the jurisdiction to which the parties had agreed to submit had nothing to do with the contract. If, on the other hand, it is found that the jurisdiction agreed would also be a proper jurisdiction in the matter of the contract, it could not be said that it ousted the jurisdiction of the Court. After considering the facts involved in the said case and the submissions made on behalf of the parties, this Court observed as follows :

"Thus it is now a settled principle that where there may be two or more competent Courts which can entertain a suit consequent upon a part of the cause of action having arisen there within, if the parties to the contract agreed to vest jurisdiction in one such Court to try the dispute which might arise as between themselves, the agreement would be valid. If such a contract is clear, unambiguous and explicit and not vague, it is not hit by Sections 23 and 28 of the Contract Act and cannot also be understood as parties contracting against the statute."

12. A similar view was taken by this Court in ***Angile Insulations v. Davy Ashmore India Ltd. & Anr. 1995(3) R.R.R. 24 : [(1995) 4 SCC 153]*** , wherein the Hon'ble Judges while referring to the decision of this Court in A.B.C. Laminart Pvt. Ltd.'s case (supra), inter alia, held that where two Courts have jurisdiction consequent upon the cause of action or a part thereof arising therein, if the parties agree in clear and unambiguous terms to exclude the jurisdiction of the other, the said decision could not offend the provisions of Section 23 of the Contract Act. In such a case, the suit would lie in the Court to be agreed upon by the parties.

13. This Court has consistently taken the same view in several subsequent cases. We may refer to one such decision of this Court in ***Hanil Era Textiles Ltd. v. Puromatic Filters (P) Ltd. 2004(2) RCR (Civil) 808 : [AIR 2004 Supreme Court 2432 : (2004) 4 SCC 671]*** , where part of the cause of action arose at both Delhi and Bombay. This Court held that the mutual agreement to exclude the jurisdiction of the Delhi Courts to entertain the suit was not opposed to public policy and was valid.

14. As indicated herein earlier, in this case also the cause of action for the Original Suit No. 519 of 1991, filed by the Respondent before the Principal Senior Civil Judge, Vijayawada, arose partly within the jurisdiction of the Calcutta Courts and the Courts at Vijayawada.

15. Having regard to the provisions referred to hereinabove, though the Courts at Vijayawada would also have jurisdiction, along with the Courts at Calcutta, to entertain and try a suit relating to and arising out of the Agreement dated 23rd December, 1988, and the Mutual Understanding dated 15th May, 1989, such jurisdiction of the Courts at Vijayawada would stand ousted by virtue of the exclusion clause in the Agreement.

14. The aforesaid judgment also refers to the judgment of Hon'ble Apex Court in the case of **A.B.C.Laminart Pvt. Ltd. Versus A.P.Agencies, Salem AIR 1989 SC 1239** wherein also a similar issue had arisen and the Hon'ble Apex Court had held that where there may be two or more competent Courts which can

entertain a suit consequent upon a part of the cause of action having arisen therein

within, if the parties to the contract agree to vest jurisdiction in one such Court to try the dispute which might arise as between themselves, the agreement would be valid. It was also held that if such a contract is clear, unambiguous and explicit and not vague, it is not hit by Sections 23 and 28 of the Contract Act and cannot also be understood as parties contracting against the statute.

15. Going further, in the case of M/s Swastik Gases P. Ltd. Versus Indian Oil Corp. Ltd. (supra), the Hon’ble Apex Court went to the extent of stating that even if the agreement between the parties does not use the words like ‘alone’, ‘only’, ‘exclusive’ or ‘exclusive jurisdiction’, the same would not make a material difference and the parties conferring jurisdiction upon a Court out of more than one Courts having jurisdiction would be valid. In this case also, the entire law on the subject including the judgments in A.V.M. Sales Corporation versus M/s Anuradha Chemicals Pvt. Ltd., A.B.C.Laminart Pvt. Ltd. Versus A.P.Agencies and Angile Insulations versus Dav Y Ashmore India Ltd. And another (supra) were considered. The Hon’ble Apex Court, while concluding the matter, held as under:-

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31. In the instant case, the appellant does not dispute that part of cause of action has arisen in Kolkata. What appellant says is that part of cause of action has also arisen in Jaipur and, therefore, Chief Justice of the Rajasthan High Court or the designate Judge has jurisdiction to consider the application made by the appellant for the appointment of an arbitrator under Section 11. Having regard to Section 11(12)(b) and Section 2(e) of the 1996 Act read with Section 20(c) of the Code, there remains no doubt that the Chief Justice or the designate Judge of the Rajasthan High Court has jurisdiction in the matter. The question is, whether parties by virtue of clause 18 of the agreement have agreed to exclude the jurisdiction of the courts at Jaipur or, in other words, whether in view of clause 18 of the agreement, the jurisdiction of Chief Justice of the Rajasthan High

Court has been excluded. For answer to the above question, we have to see the effect of the jurisdiction clause in the agreement which provides that the agreement shall be subject to jurisdiction of the courts at Kolkata. It is a fact that whilst providing for jurisdiction clause in the agreement the words like 'alone', 'only', 'exclusive' or 'exclusive jurisdiction' have not been used but this, in our view, is not decisive and does not make any material difference. The intention of the parties - by having clause 18 in the agreement - is clear and unambiguous that the courts at Kolkata shall have jurisdiction which means that the courts at Kolkata alone shall have jurisdiction. It is so because for construction of jurisdiction clause, like clause 18 in the agreement, the maxim expressio unius est exclusio alterius comes into play as there is nothing to indicate to the contrary. This legal maxim means that expression of one is the exclusion of another. By making a provision that the agreement is subject to the jurisdiction of the courts at Kolkata, the parties have impliedly excluded the jurisdiction of other courts. Where the contract specifies the jurisdiction of the courts at a particular place and such courts have jurisdiction to deal with the matter, we think that an inference may be drawn that 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.”

16. A similar view has been taken by the Hon’ble Apex Court in a number of other cases including **Balaji Coke Industry Private Limited versus Maa Bhagwati Coke Gujarat Private Limited, Angile Insulations versus Dav Y Ashmore India Ltd. and another, Shriram City Union Finance Corporation Ltd. Versus Rama Mishra and Hanil Era Textiles Ltd. Versus Puromatic Filters (P)** (supra).

17. All these judgments have been referred by the Hon’ble Apex Court in the case of **M/s Swastik Gases P. Ltd. Versus Indian Oil Corp. Ltd.** (supra) also and, therefore, this Court does not deem it appropriate to discuss the said judgment

18. Reverting to the facts of the present case, much stress has been led by the learned counsel for the petitioner on the Techno Commercial Offer submitted by the petitioner to the respondent which is on record as Annexure P-11. This document contains a jurisdiction clause which mentions the jurisdiction to be Punjab (Mandi Gobind Garh) Exclusively. The question which would arise would be whether this document can be termed to be a binding contract between the parties or not. The answer would be in the affirmative. The reason for the same is that this document is a documented offer submitted to the respondent on 03.06.2014 which contains the description of the project, the technical details, the price and the jurisdiction clause, apart from other clauses. The plaint is on record as Annexure P-1. Para 4 of the plaint categorically states that the plaintiff-Company had agreed on the quotations dated 03.06.2014 received from the defendant. The contents of para 4 of the plaint are required to be reproduced for the facility of reference and the same reads as under:-

“That plaintiff company agreed on the quotations received from the defendant, as per quotations dated 3.6.2014 of the defendant, the defendants agreed to install and provide every type of service with respect to Steam Boiler and the defendant has also provided 12 months comprehensive Warranty with all equipments and for 18 months for Valve and Feed Pump, and material which are specifically mentioned in their quotation and defendant also agreed to deliver the boiler till 31 August 2014 and agreeing upon their quotations the plaintiff company on dated 3.6.2014 allotted tender to the defendant and as per quotation plaintiff started work and as per agreement in payment mode it was settled that Rs.5 Lac will be given in advance and rupees 7 lacs payment at the time of delivery of Shell and membrane and rupees 9.50 lac at the time of delivery of balance material plus taxes extra and rupees 6 lac at the time of PDC was settled as payment mode between plaintiff and defendant. The defendant issued first bill dated 24.09.2014 and part of boiler and started work of installation. From very beginning they prolong the

delivery to such extent till 15.11.2014 instead of 31 Aug. 2014 despite repeated requests and demands of the plaintiff company. Moreover, the plaintiff communicate the defendant number of time to give its PDS as agreed but the defendant failed to provide PDC. The plaintiff hardly started work with hard stiff. Copy of Quotation as well as Billing detail is enclosed herewith for ready reference. The plaintiff company also obtained NOC for installation of Boiler from government of Punjab. Photo copies of form V are enclosed herewith for ready reference.”

19. Still further, the reply to the application filed by the present petitioner for rejection/return of plaint is also on record as Annexure P-7. The preliminary objections itself state as under:-

“1) That the application has been filed just to prolong the proceedings of present suit. The Honorable Court has jurisdiction to hear and try present suit. The plaintiff company received the quotation at Sri Muktsar Sahib and defendant started work of installation at Sri Muktsar Sahib and some part of Machinery i.e. movable property has been installed by defendant in respect of quotation which amounts to agreement by the parties hence all is situated at Sri Muktsar Sahib and Cause of action arose at Sri Muktsar Sahib, hence the Honorable Court has jurisdiction to hear and try present suit.

2) That application of defendant is not maintainable under law.”

20. A conjoint reading of the averments made in the plaint as also in the reply to the application filed for rejection/return of the plaint would show that it is an admitted case of the respondent-plaintiff that it had agreed to the proposals/quotations submitted by the petitioner-defendant on 03.06.2014. Under the circumstances, the terms and conditions of the said document dated 03.06.2014 (Annexure P-11) would be binding upon the parties.

21. Once the document dated 03.06.2014 is held to be binding upon the parties, the issue which would arise, would be as to whether the proceedings can continue at Sri Muktsar Sahib or the plaint is liable to be returned for being presented at Amloh. (Disputes arising at Mandi Gobindgarh are tried by the Courts situated at Amloh, District Fatehgarh Sahib).

22. As per the provisions of Section 20 CPC, the suit in question can be tried by the Courts at Sri Muktsar Sahib as also by the Courts at Amloh. However, by virtue of the jurisdiction clause in the document dated 03.06.2014 (Annexure P-11) and in view of the law laid down by the Hon’ble Apex Court, as discussed in the preceding paragraphs, the jurisdiction for trying the suit in question would solely vest with the Courts at Amloh.

In view of the aforementioned facts and circumstances, the order dated 15.09.2018, passed by the Civil Judge (Senior Division), Sri Muktsar Sahib vide which the application filed by the petitioner under Order 7 Rule 10 CPC for return of the plaint was dismissed, would not be sustainable. Consequently, the present petition is allowed. The impugned order dated 15.09.2018 is set aside and the application filed by the petitioner under Order 7 Rule 10 CPC is allowed. Parties are directed to appear before the trial Court at Sri Muktsar Sahib on 16.08.2023. The Court at Sri Muktsar Sahib would return the plaint in accordance with the procedure laid down under Order 7 Rule 10 CPC for being presented to the Courts at Amloh, District Fatehgarh Sahib.

(VIKRAM AGGARWAL)
JUDGE

01.08.2023
mamta

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No