

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 15269 OF 2025

Arctic Infra Tech Solutions Pvt Ltd & Ors ..Petitioners
Versus
Llyod Insulations (India) Ltd ...Respondent

Mr. Abhijit Kadam, with Shruti Parmar and Namrata Thakur, i/b RJ
Law, for the Petitioner.

CORAM: N. J. JAMADAR, J.
DATE : 25th NOVEMBER 2025

ORDER:

1. Heard Mr. Abhijit Kadam, the learned Counsel for the Petitioners.
2. The challenge in this Petition is to an order dated 29th April 2025 passed by the learned Judge, City Civil Court, Mazgaon, Mumbai, in Notice of Motion No. 6374 of 2024 in Commercial Suit No. 1266 of 2021, whereby the Notice of Motion taken out by the Petitioners-Defendants seeking rejection of the Plaint on the ground that the Commercial Courts at Mumbai lacked jurisdiction, came to be rejected.
3. At the outset, the learned Counsel for the Petitioner submitted that though the prayer in the Notice of Motion was for rejection of the Plaint, what the Defendants essentially pressed for, was the return of

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the Plaintiff under the provisions of Order VII Rule 10 of the Code of Civil Procedure, 1908 (“the Code”) for presentation to the proper Court.

4. It was urged that the learned Judge has proceeded on an erroneous premise that a part of the cause of action arose within the local limits of the jurisdiction of the Commercial Court at Mumbai and, thus, the Commercial Court at Mumbai has jurisdiction under Clause (c) of the Section 20 of the Code.

5. Perused the impugned order. The learned Judge has noted that the purchase order was placed at the Mumbai Office of the Plaintiff.

6. The Plaintiff claimed that, the payment was also to be made into an account maintained by the Plaintiff at Mumbai.

7. The thrust of the submission of the Mr. Kadam was that the aforesaid events did not form part of the cause of action. Since the contract was concluded at Nagpur and it was to be performed at Ghansoli, Navi Mumbai, no part of the cause of action arose within the local limits of the jurisdiction of the Commercial Court at Mumbai.

8. Reliance was sought to be placed on the decision of the Supreme Court in the case of **A. B. C. Laminart Pvt Ltd & Anr Vs A. P. Agencies, Salem.**¹

9. Indisputably, the purchase order was placed at the office of the Plaintiff at Mumbai. Ordinarily, a communication of the acceptance of the offer culminates into a contract. The price was to be paid at

1 (1989) 2 SCC 163.

Mumbai. Part of the cause of action also arises where the money was expressly or impliedly payable under the contract. In the invoice raised by the Plaintiff, the particulars of the account maintained by the Plaintiff at Mumbai have been incorporated, into which payment was impliedly agreed to be made.

10. In the backdrop of the aforesaid facts, the observations in paragraph 15 in the judgment of **A. B. C. Laminart Pvt Ltd & Anr (Supra)** deserve to be noted.

“15. In the matter of a contract there may arise causes of action of various kinds. In a suit for damages for breach of contract the cause of action consists of the making of the contract, and of its breach, so that the suit may be filed either at the place where the contract was made or at the place where it should have been performed and the breach occurred. The making of the contract is part of the cause of action. A suit on a contract, therefore, can be filed at the place where it was made. The determination of the place where the contract was made is part of the Law of Contract. But making of an offer on a particular place does not form cause of action in a suit for damages for breach of contract. Ordinarily, acceptance of an offer and its intimation result in a contract and hence a suit can be filed in a court within whose jurisdiction the acceptance was communicated. The performance of a contract is part of cause of action and a suit in respect of the breach can always be filed at the place where the contract should have been performed or its performance completed. If the contract is to be performed at the place

where it is made, the suit on the contract is to be filed there and nowhere else. In suits for agency actions the cause of action arises at the place where the contract of agency was made or the place where actions are to be rendered and payment is to be made by the agent. Part of cause of action arises where money is expressly or impliedly payable under a contract. In cases of repudiation of a contract, the place where repudiation is received is the place where the suit would lie. If a contract is pleaded as part of the cause of action giving jurisdiction to the Court where the suit is filed and that contract is found to be invalid, such part of cause of the action disappears. The above are some of the connecting factors.”

11. If the facts of the case at hand are considered on the touchstone of the aforesaid enunciation of law, an inference becomes irresistible that the learned Judge, City Civil Court was justified in holding that a part of the cause of action arose within the local limits of the jurisdiction of the Commercial Court at Mumbai.

12. Resultantly, no interference is warranted with the impugned order in exercise of the supervisory jurisdiction, especially when the impugned order is passed in a Commercial Suit, as the scope of interference get further constricted.

13. Petition dismissed.

[N. J. JAMADAR, J.]