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A. No.1469 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

<i>RESERVED ON</i>	<i>15.10.2025</i>
<i>PRONOUNCED ON</i>	<i>28.11.2025</i>

CORAM

THE HONOURABLE MR.JUSTICE N.SENTHILKUMAR

A. No.1469 of 2025

in

C.S. (Comm Div) DR No.44409 of 2025

1.J.Chandramouli

Proprietor of M/s.Smriti Systems

Residing at 1B, Aditi Apartments

59, Rukmani Street, Kalakshetra

Colony, Beasant Nagar

Chennai - 600 090

Applicant(s)

Vs

1.M/s.JRD Systems Private Limited

#1, 2nd Floor, Horizon Pai Layout

Old Madras Road, Bangalore,

Karnataka, India, 560016

Represented by its Managing Director

Kalavathi Depa

2.M/s.JRD Systems Inc.



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Represented by its authorised Signatory

42450, Hayes Rd., Suite 3, Clinton
Township, MI 48038, United States of
America

Respondent(s)

PRAYER : Application filed to grant leave to the applicant/plaintiff to institute the present suit against the respondents/defendants under Clause 12 of the Letters Patent of the Madras High Court.

For Applicant(s): Mr.M.S.Bharath

For Respondent(s): Mr.Gowtham Kumar

ORDER

The present application has been filed to grant leave to the applicant/plaintiff to institute a suit against the respondents herein/defendants.

2. The contention of the applicant/plaintiff is that the first respondent herein/first defendant is a company limited by shares, incorporated in Republic of India, having their office at Old Madras Road, Bangalore and the second



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respondent/second defendant is a company incorporated in State of Michigan, United States of America.

3. The brief facts of the case of the plaintiff is that the plaintiff is a purohit, who makes his livelihood by being remunerated for being a part of Hindu ceremonials and temple festivities, wherein scholars in vedas and hymns are invited to conduct rituals and ceremonies. The first defendant operates in the field of information technology and has requirements based on time to time for recruiting manpower in various specialisations. The applicant/plaintiff decided to venture into this business under his own proprietorship concern in the name and style of M/s.SMRITI SYSTEMS, the Master Service Agreement dated 06.09.2021 (MSA 2021) was executed between the plaintiff and the 1st defendant. Copy of the said agreement finds place at Page No.8 of the typed set of papers. It contains various clauses and clause (K) deals with dispute resolution and jurisdiction, which reads thus:



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"K) Dispute Resolution and Jurisdiction:

COMPANY and VENDOR mutually agrees to resolve any of the dispute or differences arising out of this MASTER SERVICE AGREEMENT through Arbitration and by appointment of Sole Arbitrator by the end as per the provisions of Arbitration and Conciliation Act, 1996 in English Language only. The jurisdiction of any such dispute shall be Bangalore, Karnataka."

4. In the said agreement, the plaintiff has signed as authorised signatory for Smriti Systems and for the defendants, the first defendant has affixed his signature along with the seal. After the MSA 2021 completion, a fresh agreement was executed with the 2nd respondent for internal tax purposes, though services were rendered for the 1st respondent. The Applicant affixed his



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digital signature from Besant Nagar dated 23.05.2023.

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5. On 20.08.2024, a legal notice was issued to the plaintiff by the defendants. The relevant paragraph is extracted hereunder:

“9) Our client calls upon you to provide full access to your financials and your IT systems for a forensic audit and also provide all details of payments made to Mrs. Anitha Satish and Mr Satish Kumar Kannan from your Proprietorship right from the year 2021 in terms of clause 9.2 of the Vendor Agreement dt 24.05.2023 within 30 days time from the date of receipt of this notice, failing which our client will be constrained to hold your Proprietorship in material breach of the Vendor Agreement dt:23/05/2023 and forfeit the invoice value of your invoice dt:03/07/2024 and 01/08/2024 as per clause 11.3 of the Vendor



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Agreement dt: 24/05/2023 at your cost and consequence.”

6. The main contention of the learned counsel for the applicant/plaintiff is that the plaintiff has signed the said agreement, by affixing his digital signature. The signature and seal of the first defendant alone is found in the agreement, whereas the second defendant, neither signed the said agreement nor affixed his seal, therefore the plaintiff contends that there is no signature on behalf of the 2nd defendant. On this basis, the plaintiff claims that the agreement was entered with the 1st defendant and not the 2nd defendant and therefore, the suit filed by the 2nd defendant before the 16th Judicial Circuit, Macomb County, State of Michigan is vexatious. With the above contentions, the plaintiff has filed the above suit for following reliefs:

"a. Declaration that Clause 14 of the Vendor Agreement dated 25.05.2023, partly executed on 25.05.2024 by the plaintiff in Chennai and partly executed by Ms.Neelima Deepa of 1st defendant is null and void;



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b. Declaration that the Vendor Agreement dated 25.05.2023, partly executed on 25.05.2024 by the plaintiff in Chennai and partly executed by Ms.Neelima Deepa of 1st defendant is null and void;

c. Declaration that the 1st defendant is liable to pay the plaintiff an amount of Rs.10,71,200/- (Rupees Ten Lakhs Seventy One Thousand and Two Hundred only) for the services covered under (1) invoice No.SS02US24-25 dated 03.07.2024, (2) invoice No.SS03US24-25 dated 01.08.2024 and (3) invoice No.SS04US24-25 dated 01.09.2024;

d. A permanent injunction in the nature of anti-suit injunction restraining the 2nd defendant from proceeding or prosecuting the plaintiff in docket No.2025-671-CB before the 16th Judicial Circuit, Macomb County, State of Michigan;

e. Direct the 1st defendant to pay the plaintiff an amount of Rs.10,71,200/- (Rupees Ten Lakhs Seventy One Thousand and Two Hundred Only) for the services covered under (1) invoice No.SS02US24-25 dated 03.07.2024, (2) invoice No.SS03US24-25 dated 01.08.2024 and (3) invoice NO.SS04US24-25 dated 01.09.2024 along with 18% interest



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from the date the amounts were until its realisation;

f. Direct the 2nd defendant to pay a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) for unfairly prosecuting the plaintiff in docket No.2025-671-CB before the 16th Judicial Circuit, Macomb County, State of Michigan.

7. Learned counsel for the plaintiff contended that the agreement dated 25.02.2023 was partly executed in Chennai. Therefore, cause of action for filing the present Suit arose in Chennai. Since the agreement has been digitally signed in Chennai, the plaintiff seeks leave of the court to sue the defendant by contending that part cause of action has taken place in Chennai.

8. Per contra, the learned counsel appearing for the respondents/defendants contended that there is no dispute with regard to the first agreement entered into between the plaintiff and the defendants dated 06.09.2021. The second agreement was entered on 22.06.2023. The first defendant has signed the agreement for the second defendant, namely JRD



Systems Inc. The learned counsel appearing for the respondent had relied upon the following judgments:

- (i) Prashant Hasmukh Manek v. Ramu Annamalai Ramasamy* reported in *2019 SCC Online Mad 5869*;
- (ii) SLP(C) No.1731/2021 - M/s.Unicorn Maritimes (India) Private Limited v. Valency International Trading Pte Limited & Ors.*;
- (iii) O.S.A. NO.195 of 2020 - M/s.Unicorn Maritimes (India) Private Limited v. Valency International Trading Pte Limited & Ors.*; and
- (iv) M/s.Unicorn Maritimes (India) Private Limited v. Valency International Trading Pte Limited & Ors.* reported in *2020 SCC Online Mad 2325*.

9. In the facts and circumstances of the case, the only point that arises for consideration is, *whether the cause of action or a part of cause of action has taken place within the jurisdiction of this court, namely Chennai?*



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10. The main prayer in the suit itself is with regard to the second agreement dated 25.05.2023. Though the plaintiff claims that the agreement has been signed only by the first defendant and not by the second defendant, the primary issue which has to be determined in this application is the jurisdiction. Except the statement of the applicant that he is residing in Chennai and has signed the agreement in Chennai, no other materials are available to establish that part cause of action has arisen within the jurisdiction of this Court.

11. It is appropriate to rely upon the judgment of a Division Bench of this court in ***Prashant Hasmukh Manek v. Ramu Annamalai Ramasamy*** reported in ***2019 SCC Online Mad 5869***, wherein it was held as follows:

52. As discussed earlier, the process involving the roving inquiry should be eschewed especially when a foreign court after satisfying with its jurisdiction is in seizing. We cannot give a factual finding by going into the averments made in the plaint before us as against those made in the claim petition. The question regarding the existence of tortuous liability, the parties



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involved and the relief sought for pending before the other court cannot be a subject matter of this court. We are also constrained to note that Mr.Amit Sha and IIFL are also not before us though they have filed their response before the English Court. We are not inclined to put all the respondents in the same basket in the teeth of the averments made in the claim petition coupled with the documentary evidence available. It is also the specific case of the appellants that the first and second respondents continue to be the Directors of M/s.Hermes. Thus, we find that when English Court finds existence of jurisdictional facts, this court is not expected to go into the same on a different factual plea made by the parties who are already before it.

12. In ***M/s.Unicorn Maritimes (India) Private Limited v. Valency International Trading Pte Limited & Ors.*** reported in ***2020 SCC Online Mad 2325***, a learned single Judge of this court, has analysed the proposition to invoke the part cause of action in the following paragraphs, which are extracted hereunder:



2. *The plaintiff is a Private Limited Company having its registered office at Chennai. The first defendant is a Limited Company having its registered office at Singapore. The second defendant is also a Limited Company having its registered office at Mumbai and branch office at Singapore. The third defendant is also a Limited Company having its registered office out side the jurisdiction of this Court at Ernavoor, Chennai 600 057 and a branch office at Andhra Pradesh.*

32. *It is to be noted that the suit had been filed only after receiving the summons from the Court at Singapore. The plaintiff seeks to avoid appearing before the Court at Singapore. That cannot be a reason for instituting the suit before this Court. Hopefully, it is not the case of the plaintiff that the Court at Singapore will never listen to any of the contentions put forth by them and that the proceedings would not be fair to them.*

35. *It is seen that one of the basic principles is that the defendant against whom injunction is sought must be*



amendable to the personal jurisdiction of this Court. In this case, all the defendants are out side the jurisdiction of this Court. None of them are amenable to the personal jurisdiction of this Court.

36. It is also seen that the second principle is that if injunction is declined the ends of justice would be defeated and injustice would be perpetuated.

37. In the instant case, the plaintiff had only received the summons from the High Court of Singapore. Again very hopefully it cannot be the contention of the plaintiff that injustice would be perpetuated by the High Court at Singapore. Such a contention, even if raised, has to be summarily rejected.

38. The third principle is the Principle of Comity, namely, a respect for the Court in which the suit has been commenced and is sought to be restrained.

39. The Court at Singapore has taken on file the case of



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the first defendant. They have issued notice to the plaintiff inviting the plaintiff to participate in the proceedings. If the plaintiff not chose to appear, they may remain exparte. It is their prerogative to participate or not to participate in the proceedings.

40. It had been the contention of the learned counsel for the plaintiff relying on AIR 2019 SC 1413 $\square$ Isha Distribution House Pvt. Ltd. Vs. Aditya Birla Nuvo Ltd. Nd Ors that the plea of territorial jurisdiction was essentially a mixed question of law and fact and therefore the defendant has to be allowed to raise such plea in the written statement.

41. I hold that the issue of written statement will arise only when the Court entertaining the suit has jurisdiction. In the instant case no part of cause of action arose in Chennai except those created by the plaintiff themselves, namely, having a bank account at Chennai and issuing the letter from Chennai, though the plaintiff has branches across the country. The entire discharge and delivery of the cargo also took place



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at Krishnapatnam Port at Andhra Pradesh.

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42. The learned counsel for the plaintiff also relied on (1989) 2 SCC 163 □A.B.C.Laminart Pvt.Ltd. and Anr. Vs. A.P.Agencies, Salem for the contention that the suit for breach can always be filed at the place where the contract should have been performed or performance completed. In the instant case the contract was performed at Krishnapatnam Port in Andhra Pradesh and completed in Krishnapatnam Port at Andhra Pradesh. No part of cause of action arose within the jurisdiction of this Court.

13. The above judgment of the learned single judge was challenged before the Division Bench of this court in ***O.S.A. NO.195 of 2020 - M/s.Unicorn Maritimes (India) Private Limited v. Valency International Trading Pte Limited & Ors.*** and the Division Bench has given a categorical finding that there cannot be a roving enquiry. The relevant paragraphs are extracted hereunder:



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40. *Thus, in an ordinary civil suit, even if part of cause of action arises within the jurisdiction of the court, the court still have to strike a balance before granting leave. The courts have to be cautious and should not be swayed by clever drafting or by sympathies a party may try to evoke before it. In this case, already a suit has been filed before the court of competent jurisdiction in Singapore. It is therefore open to the appellant to approach the said court or approach the courts where the cause of action arose and the decree to be passed can be enforced by it.*

41. *In our view, at best courts in Krishnapatinam, Andhra Pradesh may have jurisdiction to entertain a suit under Section 9 read with Sections 16 to 20 of Civil Procedure Code, 1908. Further, in this case, Singapore High Court is already seized of the dispute and therefore it is open for the appellant to approach the said court and raise all the questions of jurisdiction or file a counter claim."*

14. The above judgment was challenged before the Hon'ble Supreme Court in ***SLP(C) No.1731/2021 - M/s.Unicorn Maritimes (India) Private***



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Limited v. Valency International Trading Pte Limited & Ors. and the Hon'ble
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Supreme Court, by referring to paragraph 41 of the judgment of the Division Bench of this court, had dismissed the special leave petition in the following lines:

"Learned senior counsel appearing for the petitioner after arguing at length submits that he seeks to withdraw the petition in view of the observations made in paragraph 41 of the impugned order.

The special leave petition is dismissed as withdrawn."

15. Mr.M.S.Bharath, the learned counsel appearing for the plaintiff has made an attempt to distinguish the judgment relied on by the learned counsel for respondent. It is relevant to take note of the findings given by this court in **2020 SCC OnLine Mad 2325** that *the issue of written statement will arise only when the court entertains the jurisdiction. In the instant case, no part of cause of action has arisen in Chennai except those created by the plaintiff themselves,*



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namely, having a bank account at Chennai and issuing the letter from Chennai, though the plaintiff has branches across the country. The entire discharge and delivery of the cargo also took place at Krishnapatnam Port in Andhra Pradesh. It is evident that in the case on hand, the contention that part cause of action has arisen within the jurisdiction of this Court as the plaintiff signed the agreement in Chennai, does not inspire this court.

16. It is settled law that unless a tangible part of cause of action with regard to the issue is demonstrated before this court, leave cannot be granted. In the case on hand, no part of cause of action has arisen in Chennai, which is evident from the first agreement, where the jurisdiction rests with the Courts in Bangalore and in the second agreement it was clearly agreed between the parties that any dispute in respect of the agreement will be adjudicated before the Courts in USA.



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17. For the foregoing reasons, there is no merit in the application to grant leave. Accordingly, the same is dismissed. No costs.

28.11.2025

Asr

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

To

1.M/s.JRD Systems Private Limited

#1, 2nd Floor, Horizon Pai Layout

Old Madras Road, Bangalore,

Karnataka, India, 560016

Represented by its Managing Director

Kalavathi Depa

2.M/s.JRD Systems Inc.

Represented by its authorised Signatory

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N.SENTHILKUMAR J.

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