



A NO. 6533 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-02-2025

CORAM

THE HONOURABLE MR JUSTICE K.KUMARESH BABU

A NO. 6533 of 2024

IN

CS NO. 235 OF 2024

Nawaz Shameer Khan
S/o Mr. Shameer Khan, Flat A2, Subiksha Courette, No.1, Tulsi
Theatre Road, Marathahalli Village, Marathahalli, Bengaluru
560037

Applicant(s)

Vs

Refex Green Mobility Limited And Another
Having its registered office at, 2nd Floor, No, 313, Refex
Towers Sterling Road, Valluvar Kottam High Road,
Nungambakkam, Chennai 600034 rep by its Authorized
Signatory Mr. Sachin Navtosh Jha and another

Respondent(s)

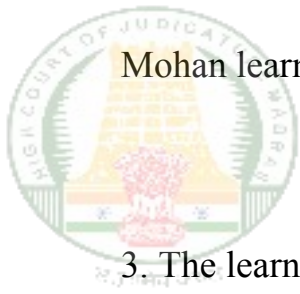
For Applicant(s):

M/s. Ravi Law Chambers
S.Indumathi Ravi
A.Venkatesh Kumar
R.S.Lakshmi Priya
R.Sanjeev
R.Shravan

For Respondent(s): Mr.Arun C Mohan

ORDER

This application had been filed to revoke the leave granted to the plaintiff by order
dated 25.09.2024 passed in A.No.4916 of 2024 in C.S.No.235 of 2024.



Mohan learned counsel appearing for the respondents



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3. The learned Senior counsel appearing for the applicant at the out set would submit that the cause of action for initiation of the Suit had arisen within the limits of Bangalore and only the Courts at Bangalore have jurisdiction to deal with the Suit. He would submit that the employment agreement was sought by the plaintiffs to substantiate the jurisdiction, has ceased to exist in view of the termination notice. He would vehemently rely upon Section 19 of CPC to contend that this Court does not have jurisdiction to decide the issue. That apart, he would submit that there has been a conscious suppression of material facts and misrepresentation in the plaint and therefore, there is no cause of action that had arisen before this Court. Hence, he would seek to revoke the leave granted by this Court.

4. The learned counsel appearing for the respondents/plaintiffs would submit that the employment agreement entered between the parties upon which the applicant was appointed, clearly indicates that as regards the dispute that had arisen between the parties would have to be adjudicated only before the Courts and Tribunal at Chennai. The claim of the applicant that the employment agreement had ceased to exist is a fallacy. He would submit that the termination notice is only pursuant to the employment agreement and therefore, this Court has jurisdiction to deal with the



issue. He would further submit that at any rate, the same is subject matter of tri

the issue is not a pure question of law, but a mixed question of fact and law. Hence,

he would seek to reject the application.

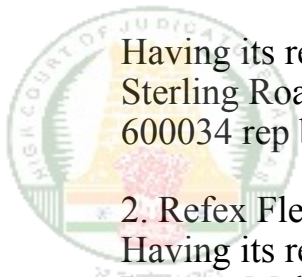
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5. I have considered the rival submissions made by the learned counsel appearing on either side and perused the materials placed on record.

6. Admittedly, the applicant had been entered into a contract of employment under the employment agreement where the parties to the agreement surrendered themselves to the jurisdiction of the Court within Chennai. The claim of the applicant that the employment agreement cease to exist is a matter of trial. As rightly pointed out by the learned counsel appearing for the respondents/plaintiffs that this Court has jurisdiction to deal with the issue. In such view of the matter, I do not find any merits in the application and accordingly, the Application is dismissed.

7. List the matter for further hearing of the suit on 19.02.2025.

17-02-2025



Having its registered office at, 2nd Floor, No, 313, Reflex Towers
Sterling Road, Valluvar Kottam High Road, Nungambakkam, Chennai
600034 rep by its Authorized Signatory Mr. Sachin Navtosh Jha



2. Reflex Fleet Services Pvt Ltd

Having its registered office at, 19, 3rd Floor, Achaiah Chetty Arcade Achaiah Chetty
Layout, Mekhri Circle RMV Extension, Sadashivanagar, Bengaluru 560080 rep by
its Authorized Signatory Mr. Sachin Navtosh Jha



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A.No.6533 of 2024

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