

362 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No.2514 of 2024 (O&M)

Date of Decision: 17.03.2025

Dr. Harpreet Kaur

.....Petitioner

Versus

M/s Acme Medical Services Pvt. Ltd. and another

.....Respondent

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Rajesh Bhatheja, Advocate
for the petitioner

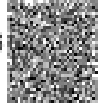
Mr. Ivan Singh Khosa, Advocate,
Mr. Shivan Grover, Advocate,
Mr. Aarjav Jain, Advocate,
Ms. Bhumika Sachan, Advocate
for respondent No.1.

None for respondent No.2.

PANKAJ JAIN, J. (ORAL)

Challenge is to the order dated 15.03.2024 passed by Civil Judge (Junior Division), Mohali, whereby application filed by the petitioner under Order VII, Rule 10 CPC, seeking return of the plaint, stands rejected.

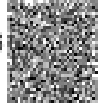
2. Respondent No.1/plaintiff filed suit for recovery of Rs.9,26,250/- including Rs.7,80,000/- as a principal amount. As per pleading, the plaintiff is the dealer of products of defendant No.2. Defendant No.1 intended to purchase one Mindray Colour Doppler DC70 Expert-X



Insight Ultra Sound Machine. A confirmed order with detailed configuration was given to defendant No.2 by the plaintiff on 27.12.2019. Total price of machine as per order was fixed at Rs.21,75,000/-. Rs. 2,00,000/- was to be adjusted against against Old Medison 8000 Live Colour Doppler machine which was to be lifted by the plaintiff. Cheque was issued by the plaintiff in the name of M/s Mindray Medical India Private Limited, amounting to Rs.3,95,000/-. The same was duly credited with defendant No.2.

3. As per its policy of M/s Mindray Medical India Pvt. Limited, the order was to be effected through dealer. The amount was reversed and credited back to defendant No.1. The plaintiff being dealer, contacted defendant No.1. Formal quotation was handed-over to defendant No.1 on 30.12.2019. Defendant was required to apply for registration of the machine with Civil Surgeon, Moga. The same was granted on 08.01.2020.

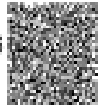
4. As per plaintiff, defendant paid an advance of Rs.3,95,000/- to the plaintiff before delivery. The machine was delivered by the plaintiff at the premises of the defendant vide invoice dated 07.03.2020 for a sum of Rs.19,75,000/-. The plaintiff completed installation of the machine on 16.03.2020 at the premises of defendant No.1. Defendant handed-over plaintiff one cheque amounting to Rs.7,00,000/- and another un-dated cheque bearing No.432548 amounting to Rs.8,80,000/- towards balance sale consideration with the understanding that the plaintiff shall present undated cheque after 15 days.



5. As per the plaintiff, cheque amounting to Rs.7,00,000/- was cleared on presentation. On 04.06.2020, e-mail was received from defendant No.1 by the plaintiff with a request not to present the cheque as her loan was under process and was getting delayed due to Covid-19. As per plaintiff, defendant No.1 vide e-mail dated 27.04.2020 cancelled order and stopped payment of cheque on 17.03.2020.

6. As per the plaintiff, defendant No.1 was ensured regarding warranty and the spare parts vide e-mail dated 29.04.2020. As per the plaintiff, defendant No.1 in order to avoid outstanding payment of the new ultra sound machine, raised unnecessary dispute *qua* the model and machine delivered and served upon them legal notice dated 28.05.2020. Plaintiff filed present suit seeking recovery of balance sale consideration of Rs.7,80,000/- the principal amount apart from the interest calculated @ 18% per annum.

7. Application was filed by defendant No.1 seeking return of the plaint. As per defendant No.1, whole of the transaction was carried out at Moga. The machine was delivered at Moga. The same was installed by company engineer at Moga, the Courts at Mohali have no jurisdiction to try and entertain the present suit. The application stands rejected by the Trial Court holding that since plaintiff is carrying business from Mohali, transactions relating to machine in question including realization of the part payment by way of cheque was received at Mohali. Dishonoured cheque



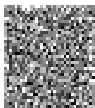
was presented at Mohali, the cause of action in favour of the plaintiff accrued at Mohali.

8. Counsel for the petitioner has assailed the order passed by the Trial Court dismissing the application filed under Order VII Rule 10 CPC. He submits that the purchase order would show that the transaction of the petitioner/defendant No.1 was with defendant No.2. The machine was only delivered by defendant No.2 through plaintiff. It was delivered at Moga and installed at Moga. Thus, the Courts at SAS Nagar, Mohali have no jurisdiction to entertain the present suit. He submits that the order passed is in teeth of the bare provision as contained under Section 20 of the Code of Civil Procedure, 1908 and thus the same deserves to be set aside. The suit has to be filed at the place where defendant carries or works for gain and not at the place of work of plaintiff.

9. Per contra, counsel for the respondent No.1/plaintiff submits that the cheque was presented in Mohali and the same was dishonoured at Mohali. The cheque w.r.t. other part payment was presented at Mohali and the same was realized at Mohali, the Courts at Mohali will have jurisdiction to try and decide the present case.

10. I have heard counsel for the parties and have carefully gone through records of the case.

11. In order to appreciate the rival contentions raised by counsels, it will be apt to peruse Section 20 CPC, which reads as under :



“20. Other suits to be instituted where defendants reside or cause of action arises.—Subject to the limitations aforesaid, every suit shall be instituted in a Court within the local limits of whose jurisdiction—

(a) the defendant, or each of the defendants where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain; or

(b) any of the defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain, provided that in such case either the leave of the Court is given, or the defendants who do not reside, or carry on business, or personally works for gain, as aforesaid, acquiesce in such institution; or

(c) The cause of action, wholly or in part, arises.

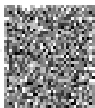
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²[*Explanation*].—A corporation shall be deemed to carry on business at its sole or principal office in 3 [India] or, in respect of any cause of action arising at any place where it has also a subordinate office, at such place.

Illustrations

(a) A is a tradesman in Calcutta, B carries on business in Delhi. B, by his agent in Calcutta, buys goods of A and requests A to deliver them to the East Indian Railway Company. A delivers the goods accordingly in Calcutta. A may sue B for the price of the goods either in Calcutta, where the cause of action has arisen, or in Delhi, where B carries on business.

(b) A resides at Simla, B at Calcutta and C at Delhi. A, B and C being together at Benaras, B and C make a joint promissory note payable on demand, and deliver it to A. A may sue B and C at Benaras, where the cause of action arose. He may also sue them at Calcutta, where B resides, or at Delhi, where C resides but in each of these cases, if the non-resident defendant objects, the suit cannot proceed without the leave of the Court.



12. The suit is primarily directed against defendant No.1 as defendant No.2 has been arraigned only proforma defendant. Thus, the suit filed by the plaintiff evidently does not fall either in clause (a) or clause (b). The illustrations appended to Section 20 CPC, make it evident that cause of action being bundle of facts, the Courts in whose jurisdiction even part of cause of action has arisen, will have jurisdiction to try and entertain the suit. It is not denied by petitioner that the cheque regarding part payment was dishonoured at Mohali. Thus, part of cause of action having arisen within the territorial jurisdiction of Mohali, Trial Court rightly dismissed the application filed by petitioner under Order VII Rule 10 CPC.

13. In view thereof, finding no merits in the present revision, the same is ordered to be dismissed.

14. Pending application(s), if any, shall also stand disposed off.

March 17, 2025

Dpr

(Pankaj Jain)
Judge

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No