



2025:DHC:11573-DB



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 17th December, 2025

+ RFA(COMM) 706/2025 & CM APPLs. 79460-79465/2025

1. M/S SITA DEVI HOSPITAL
THROUGH SITA DEVI HOSPITAL
CHABRA RD, SHREE RAM COLONY,
HAWA SADAK, RAMNAGAR,
JAIPUR, RAJASTHAN 302019

.....APPELLANT NO. 1

2. DR. UTTAM SONI
18, NANDPURI EXTENSION BEHIND CHAMBAL GRID
HAWA SADAK JAIPUR,
RAJASTHAN INDIA 302019

OFFICE AT:

SITA DEVI HOSPITAL,
CHABRA RD, SHREE RAM COLONY,
HAWA SADAK, RAMNAGAR,
JAIPUR, RAJASTHAN – 302019

.....APPELLANT NO. 2

Through: Mr. Sumit Teterwal, Advocate

Versus

GIST MANAGEMENT SOLUTIONS PVT. LTD.
707, 7th FLOOR, DDA -2
JANAKPURI DISTRICT CENTER
WEST DELHI – 110058

.....RESPONDENT

Through: *Nemo*

CORAM:

HON'BLE MR. JUSTICE NITIN WASUDEO SAMBRE
HON'BLE MR. JUSTICE ANISH DAYAL

JUDGMENT (ORAL)



NITIN WASUDEO SAMBRE, J.

1. Heard.
2. The respondent/decreed holder initiated Civil Suit No.2/2023 on the file of the District Judge (Commercial)/04, South-West, Dwarka Court, Delhi seeking recovery of an amount of Rs.3,56,831/- towards the charges recoverable for supply of the manpower.
3. The aforesaid suit was resisted by the appellants/original defendants alleging that neither the manpower was supplied nor there was any concluded contract between the parties.
4. Based on the rival claims, following issues were framed by the learned Commercial Court on 19th September 2024:-

“On 19.09.2024, from the pleadings of the parties, following issues were framed:-

- 1. Whether the plaintiff is not entitled for any amount on account of the facts mentioned in paragraph 5 of the preliminary submissions of written statement?*
- 2. Whether the plaintiff is entitled for the recovery of Rs.3,56,831/-? OPP.*
- 3. Whether the plaintiff is entitled for any pendent-lite and future interest @18% per annum or at any other rate?*
- 4. Relief?”*

5. The learned Commercial Court accordingly proceeded with recording a finding that even if there is no express contract inter se the parties, however, from the conduct of the parties it could be inferred that not only a contract was entered into between the parties but also there is a failure on the part of the appellants to make payment to the service provider/respondent, though the services were utilised. Upon



these considerations, the Commercial Court accordingly granted a decree for an amount of Rs.1,76,000/-, *pendente lite* interest @ 18% per annum, and future interest at the same rate. Following reliefs were granted to the respondent/deGREE holder through this decree:-

"In view of the aforesaid discussions, plaintiff is able to prove its case and thus following reliefs follows:-

- (i) The suit of the plaintiff is decreed in favour of plaintiff and against the defendants for the recovery of Rs.1,76,000/-.*
- (ii) Pendent-lite interest is awarded @18% per annum.*
- (iii) Future interest is awarded @18% per annum.*
- (iv) Cost of the suit is also awarded."*

6. Feeling aggrieved, the appellants/original defendants have preferred this appeal under Section 96 of Code of Civil Procedure, 1908 ('CPC'), read with Section 13(1A) of the Commercial Courts Act, 2015.

7. The counsel for the appellants/original defendants had made two-fold contentions before this Court:-

- (a) That the appellants are managing their business at Jaipur, even assuming that the manpower is supplied at Jaipur, the mere fact that the Respondent's registered or principle office is located within the territorial limits of Delhi does not, by itself, confer territorial jurisdiction on the Court which has passed the impugned judgment and that being so, the suit itself is without territorial jurisdiction;
- (b) In absence of there being a concluded contract, the Commercial Court committed an error in decreeing the suit.

8. It appears that, in support of its claim, the plaintiff/respondent-



decree holder has entered into the witness box and has proved the communications, viz. the emails, the demand notice dated 11th January 2022, the service of the aforesaid notice, and the invoice dated 23rd May 2021.

9. The defendant has filed an affidavit of *Dr. Uttam Soni/DW-1* and has relied on an email communication and also on the statement of bank accounts of the defendant.

10. The fact remains that the witness of respondent, *Mr. Anuj Pal Goswami*, who was examined as PW-1, has tried to establish from the documents, not only about the concluded contract but also about the payment due and receivable from the appellants/original defendants.

11. With the assistance of learned counsel for the appellants, we have tried to look into the evidence of the plaintiff. However, we are handicapped as the evidence of plaintiff/respondent is not produced by appellants. We have given an option to the counsel for appellants to produce soft or hard copy of the same, however, the counsel for appellants expresses his inability as he himself was not in possession of the same. This conduct of appellants demonstrate that they are questioning the judgment of Commercial Court without analysing the evidence of decree holder.

12. This has prompted us to take recourse to the pleadings in the plaint and also to the findings recorded by the Commercial Court in the impugned judgment dated 12th September 2025.

13. In the plaint, the respondent has specifically alleged that he is in the business of manpower management services. Pursuant to the order



for supply of manpower issued by the appellants on 20th February 2021, the appropriate number of manpower was made available to the appellants/defendants. It is specifically alleged that the aforesaid manpower was made available pursuant to the communication dated 20th February 2021. The document dated 20th February 2021 was duly proved by the respondent *vide Ex.PW1/1* collectively. The said document is part of the record of this Court.

14. Perusal of the aforesaid document in categorical terms speaks of the appellants having placed an order for supply of manpower *viz.* doctors and PROs. The respondent thereafter raised an invoice and also reminders for payment to be made against the manpower supplied. It is specifically alleged that there was failure on the part of the appellants to clear the payment towards the manpower supplied by the respondent.

15. The respondent in categorical terms has pleaded in *para 9* of the plaint that the office of the plaintiff is located in Delhi and the cause of action has accrued at Janakpuri, Delhi *i.e.* within the territorial jurisdiction of the Court where the plaintiff has not only received the work order for supply of manpower but also the part of the transaction appears to have been occurred within the territorial jurisdiction of the Delhi Court.

16. The aforesaid factual matrix if appreciated in the light of the provisions of Section 20 Sub-section (c) of the CPC, it is apparent that the part of the cause of action has arisen within the territorial jurisdiction of the Delhi Court in view of part of transaction which has led to initiation of the suit for recovery of amount.



17. We have already observed that in *para 9* of the plaint, the plaintiff has specifically pleaded that the cause of action has accrued in the territorial jurisdiction of the Delhi Court.

18. Though the aforesaid claim was denied/disputed by the appellants/defendants, they have neither insisted on framing of the issue on the said ground nor any specific plea was taken in the affidavit of evidence to that effect. If we analyze the conduct of the appellants/defendants in the light of the provisions of Order XIV Rule 3 of CPC *viz.* the material from which the issues are to be framed, fact remains that the appellants never disputed the territorial jurisdiction of the Court on oath. Rather the documents and the pleadings in the plaint rightly prompted the Court to infer that it has jurisdiction. It is only by way of afterthought that the appellants are trying to agitate the issue of territorial jurisdiction before this Court. The appellants have suppressed the evidence of the respondent and have tried to rely only on the plea that he has taken in the written statement to justify his claim of ouster of territorial jurisdiction. As such, in our opinion, the appellants have failed to satisfy and establish the ouster of territorial jurisdiction in the light of the statutory provisions of Sub-section (c) of Section 20 and also of Order XIV Rule 3 of CPC.

19. That being so, we see no substance in the claim put forth by the appellants *qua* the ouster of territorial jurisdiction.

20. The next contention canvassed by the appellants is in regard to absence of concluded contract.

21. The respondent in categorical terms in the plaint has alleged that the order issued by the appellants on 20th February 2021 through



an e-mail apparently speaks of the requirement placed by the appellants for providing manpower. Such order was duly honoured by the respondent and the manpower provided by the respondent was duly utilized by the appellants in running their hospital. The aforesaid fact is established from the evidence and pleadings of respondent/plaintiff.

22. Though the appellants have denied taking of services from the respondent company *qua* the manpower in the form of doctors and PROs, the bank statements of the appellants *viz. Ex.DW1/PX1* and *Ex.DW1/PX2* collectively speak of the payment being made to the employees which were provided by the respondent. There was an admission given by the witness of the appellants that the payments were made to the employees whose names were mentioned therein. That being so, the respondent has established that he has provided four persons in the form of manpower whose services were availed by the appellants. This material is sufficient enough to infer that the financial liability can be fastened on the appellants for the payments to be made to the respondent for supply of the manpower. *Ex.PW1/4* speaks of the four persons provided in the form of two doctors and the attendants, to whom the appellants have also made payments, as was observed by the learned Commercial Court from the bank statements produced by the defendants.

23. The learned Commercial Court made specific observations from the interpretation of the demand note and the evidence that the total payment receivable by the respondent was Rs.1,00,000/- against the payment he made to a doctor, similarly Rs.40,000/- to a Medical



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Officer and Rs.18,000/- each to the attendants, as such total amount due and receivable from the appellants was calculated at Rs.1,76,000/-.

24. There is no cross-examination from the side of appellants as regards to the payment of interest claimed.

25. In that view of the matter, the learned Commercial Court, in our opinion, was not only justified in entertaining the suit, but also in decreeing the same. That being so, no case for exercise of appellate jurisdiction is made out as the judgment by the learned Commercial Court which under challenge herein cannot be said to be suffering from any illegality or material irregularity.

26. That being so, the appeal *sans* merit, stands dismissed.

27. Pending applications also stand disposed of accordingly.

28. A copy of this Judgment be uploaded on the website of this Court.

**NITIN WASUDEO SAMBRE
(JUDGE)**

**ANISH DAYAL
(JUDGE)**

DECEMBER 17, 2025/pr/ss