



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25-02-2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

**A.No.736 of 2026
in C.S.(Comm.Div)No.179 of 2025**

ESDS Software Solutions Pvt. Ltd.,
Rep by its Directors,
Having office at Plot.No.B24 & 25,
NICE Industrial Area, Satpur, MIDC,
Nashik – 422007.

..Applicant/Defendant

Vs

Suse LLC
Represented by its Directors Having office at 1221
S, Valley Grove Way # 500, Pleasant Grove,
UT 84062.

..Respondent/Plaintiff

Prayer : Application is filed under Order XIV Rule 8 of the Original Side Rules
Read With Order VII Rule 10 and Section 151 of the CPC to return the plaint
filed in C.S.Comm.Div. 179 of 2025.

For Applicant: Mr. Muthucharan Sundresh

For Respondent: Mr. Vineeth Subramani

ORDER

The defendant has filed this application to return the plaint on the ground
that this Court does not have jurisdiction.



2. Learned counsel for the defendant referred to the plaint and submitted that the plaintiff carries on business in the United States of America and the defendant carries on business in Nashik, Maharashtra. He also points out that the plaintiff makes reference to the plaintiff's agent in India, Reddington India Limited (Reddington), but the said party has not been joined as a plaintiff or defendant in the suit. He also submits that the averments relating to cause of action are vague and no details have been set out therein as to the material events that took place in Chennai.

3. In support of the contention that an application under Order VII Rule 10 of the Code of Civil Procedure, 1908 (CPC) is maintainable before this Court, notwithstanding Order XLIX Rule 3 thereof, he relied on the judgment of the Division Bench of this Court in *R.P.C' Connor v. P.G.Sampath Kumar*, 66 LW 691 (*R.P.C' Connor*). He also relied on the judgment of the Division Bench of this Court in *Hindustan Unilever Limited v. S.Shanthi through her power holder D.Suyaraj and another*, 2021 SCC OnLine Mad 5428 (*Hindustan Unilever*). In both these judgments, he submits that Division Benches of this Court held that the power to return the plaint is exercisable on the Original Side of this Court by invoking Section 151 of the CPC.

4. In response, with regard to maintainability, learned counsel for the plaintiff pointed out that Section 151 of the CPC was invoked in *R.P.C' Connor*



on the peculiar facts and circumstances of the said case. Learned counsel points out that the plaintiff applied for return of the plaint after taking note of the pleading of the defendant that the Court had no jurisdiction. In those circumstances, after recognising that the plaintiff would be constrained to pay court fee for a second time unless the plaint were directed to be returned, he submitted that the Court exercised jurisdiction under Section 151. Similarly, in *Hindustan Unilever*, he points out that the learned single Judge had exercised *suo motu* power under Section 151 to direct return of the plaint and that no application had been filed under Order VII Rule 10.

5. After pointing out that leave was granted on 09.07.2025 in A.No.3124 of 2025, learned counsel submits that the application to return the plaint or to revoke leave should be tested on the basis of the plaint and that the averments therein should be taken as true for such purpose. By referring to paragraphs 5, 10, 18 & 27 of the plaint, he submits that the plaintiff has asserted that business with the defendant was carried on through its agent, Reddington, in Chennai. In fact, he pointed out that the purchase order would be issued by the defendant to Reddington and that even the amounts payable would be agreed and confirmed as between Reddington and the defendant. As regards the jurisdiction clause in the participation agreement, he submits that the clause provides for exclusive jurisdiction by Courts in Mumbai and that it is common ground between the parties that no part of the cause of action arose in Mumbai.



6. At the outset, it should be noticed that Order XLIX Rule 3 of the CPC makes Order VII Rule 10 inapplicable in respect of proceedings on the Original Side of this Court. Both in *R.P.C' Connor* and *Hindustan Unilever*, this Court held that the inapplicability of Order VII Rule 10 does not divest this Court of the inherent power to return the plaint by invoking Section 151 of the CPC. Unlike those cases, in the present case, the suit was instituted after applying for and obtaining leave in A.No.3124 of 2025. After being *prima facie* satisfied that part of the cause of action has arisen within the jurisdiction of this Court, leave was granted on 09.07.2025. In spite of having the option to apply to revoke leave, the defendant has not exercised such option.

7. Even otherwise, on perusal of the plaint, I find that the plaintiff has categorically asserted that it has carried on the business of marketing and distributing software, invoicing and collecting royalty through its agent, Reddington, in Chennai. As regards the transaction with the defendant, it is expressly stated in paragraph 10 that invoices were issued by Reddington to the defendant pursuant to efforts to resolve the issues pertaining to the alleged breach of the CSPL. Material events in Chennai relating to the suit are narrated in paragraphs 18 & 27. Considering the aforesaid, I am not inclined to exercise inherent powers under Section 151 of the CPC to return the plaint.



8. For reasons aforesaid, the application to return the plaint is dismissed
without any order as to costs.

KJ

25-02-2026
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SENTHILKUMAR RAMAMOORTHY J.

KJ

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