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

+ RFA 206/2021, CM APPL. 52402/2023.

1. PAWAN CHOUDHARY

S/O SH. KAVURI GARIKASH CHAUDARY

R/O A1 - 101, WORLD SPA EAST,

SECTOR- 30, GURGAON HARYANA - 122001

2. SMT. ANU CHAUDARY @ ANU ANAND

W/O SH. PAWAN CHAUDARY

R/O A1 - 101, WORLD SPA EAST,

SECTOR- 30, GURGAON

HARYANA - 122001

.....Appellants

Through: Counsel for Appellants (appearance
not given)

versus

M/S TULIP HOLIDAYS

THROUGH ITS PARTNER,

SH. HANISH BHASIN,

117-119, JAINA TOWER -I,

DISTRICT CENTRE, JANAKPURI,

NEW DELHI – 110058

.....Respondent

Through: Dr. Manish Tanwar, Mr. Abhinav
Sharma, Mr. Tejashvi Goel and
Ms. Dakshita Sangwan, Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

17.03.2026

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1. Regular First Appeal under Section 96 read with Section 151 and



Order XLI of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) has been filed on behalf of the Appellants, to challenge the Judgment and decree dated 20.02.2020, whereby the Suit of the Respondent/Plaintiff *for Recovery of Rs.3,42,286/- along with the interest @ 9% p.a. from the date of filing of the Suit till payment, has been decreed.*

2. The ***brief facts of the case*** are that the Plaintiff/Respondent, a registered Partnership Firm, was running a business of booking of air tickets, ferry tickets, Hotel Booking etc. It had booked four tickets for the Defendants/Appellants along with the rooms in hotel in Hong Kong, for which an Invoice of Rs.3,42,286/- was raised by the Plaintiff/ Respondent upon the Appellants, which they failed to pay. A Legal Notice dated 25.08.2013 was sent, despite which no payment was made.

3. Hence, the Suit for Recovery of Rs. 3,42,286/- along with the interest, was filed by the Plaintiff/Respondent.

4. The **Appellant/Defendant** contested the Suit by filing a *Written Statement* wherein a *preliminary objection* was taken that the *Partnership Firm is not registered and therefore, the Civil Suit is not maintainable*. The Firm got registered on 26.09.2013 and was not a legal entity on the date when the cause of action arose. Therefore, the Suit is not maintainable under law.

5. It was further submitted that Mr. Hanish Bhasin through his proprietorship concern M/s Tulip Holidays had been dealing with M/s Vygon India Pvt. Ltd. for long. Defendant No. 1, Mr. Pavan Choudhary being the Managing Director of the Company, had met the Respondent, Mr. Hanish Bhasin, who had assured that he would make not only the arrangements of travel for France and Spain along with the Hotel stay,



through his proprietorship concern but also assured that he shall ensure that the necessary Visa formalities for the friend/colleague of the Defendant No.1 i.e. the Defendant No. 2 and her sons, shall also be organized. The cause of action arose in Gurgaon and therefore, this Court had no territorial jurisdiction under Section 20 CPC. The Plaintiff has not approached the Court with clean hands and had concealed material, correct and true facts.

6. It was explained that the Defendant No. 1 had planned to travel to France and Spain along with his friend/colleague i.e. the Defendant No. 2 and her children in June, 2013. Mr. Hanish Bhasin had shown the Appellant No. 1, details of the various proposed hotels to be booked and had sent his representative to the Defendant Nos. 1 and 2 for the purpose of formalizing the tickets and hotel etc. It is in this connection, certain documents had been supplied to Mr. Hanish Bhasin and they had dropped off to Mr. Vipin Seth, who is one of the associates and who was looking after the Visa process for the clients on his behalf. However, Visa applications filed for the Defendant No. 2 and her children, got rejected on account of mishandling of entire Visa related paper work on account of mishandling and gross negligence of Mr. Vipin Seth, his associate and Mr. Hanish Bhasin. Both the Defendants were not only embarrassed on account of being unable to fulfill the promise made to their business associates and friends in Europe but also because they suffered financial loss on account of failed business proposals of tie ups and joint ventures with respect to the publication business of the Defendants *herein*. They also suffered great mental agony on account of the same.

7. Mr. Hanish Bhasin, who felt embarrassed for not fulfilling his commitments proposed that he shall expeditiously and reasonably try to get a holiday fixed for the Defendants along with the children of the Defendant



No. 2 to Hong Kong. He additionally mentioned that he being in the travel business for long, had contacts through which, the same will be expeditiously booked at a fraction of a cost. The Defendants though not practically wanting to go to Hong Kong, reluctantly visited Hong Kong as otherwise valuable leave had already gone waste. Mr. Hanish Bhasin assured that the said holiday to Hong Kong was not going to cost more than Rs.1,00,000/- and he undertook that any additional expenditure shall be borne by them and the vacation shall be subsidized for the Defendants in addition to highly subsidized tickets. Mr. Hanish Bhasin and Mr. Vipin Seth both personally apologized for the negligence including misinformation communicated to the Defendants in a bid to not lose the business from M/s Vygon India Pvt. Ltd.

8. However, to the shock and surprise, the Defendants received invoice to the tune of Rs.3,39,000/-, which was exorbitantly charged without considering the heavy loss suffered by the Defendants due to deficiency of service by the Plaintiff and his associates. Mr. Hanish Bhasin then approached and stated that he was not in a position to fulfill the commitment as he had dispute with his associate, Mr. Vipin Seth, who had been primarily responsible for the process. On merits, the averments made in the Plaint, were denied and it was submitted that the Suit is liable to be dismissed.

9. The Plaintiff in the Replication, reaffirmed the assertions as made in the Plaint.

10. The learned District Judge on appreciation of the evidence, decreed the Suit of the Appellant for Rs.3,42,286/- along with the interest @ 9% p.a. from the date of filing of the Suit till its payment.

11. Aggrieved by the said Judgment, the present Appeal has been filed.



The grounds of challenge are that the learned Trial Court lacked territorial jurisdiction as no part of cause of action had arisen in Delhi. It was further stated that the Appellants were residing in Gurgaon, Haryana and their Office was also in Gurgaon and each meeting had with the Respondent/Plaintiff or his representative/associates had taken place at the Gurgaon Office of M/s Vygon India Pvt. Ltd. where the Appellant No. 1 is the Managing Director despite the Court not having territorial jurisdiction, this issue has been vaguely brushed aside.

12. It is further contended that the PW-1 in the cross-examination dated 08.09.2016 had admitted the factum of discussion and meetings at Gurgaon Office of the Appellant No. 1 and also in regard to the travel of the Appellant No. 2 and the children. The learned Trial Court has failed to draw negative inference from the contradictions in the testimony of the PW-1, who had deposed that he rarely used to visit the Appellant No. 1 as opposed to the pleadings in his Replication where he specifically denied having visited the Office of the Appellant No. 1. The learned Trial Court erred in holding that there was no dispute with respect to the negotiations with regard to the purchase of tickets and hotel bookings either being done through e-mail or through phone which is, completely contrary to the pleadings and the evidence. Such observations are based on conjectures and surmises and are contrary to the pleadings and the evidence. The burden of proof was on the Plaintiff to prove the jurisdiction which, has been erroneously placed on the Appellants.

13. The learned Trial Court erred in holding that the Appellants had not disputed the tickets, ferry tickets, hotels booking of Rs.3,42,286/- but had not considered the explicit understanding between the parties and assurances



that to make good his wrong and not to lose his high-paying customer, the Plaintiff had undertaken that the trip to Hong Kong, would not cost more than Rs.1,00,000/-. It is only on this understanding that the Appellant had travelled to Hong Kong but was shocked to receive the invoice at an exorbitant price. It is submitted that the impugned Judgment is bad in law and on evidence, it is liable to be set-aside.

Submissions heard and the record perused.

14. Appellants had taken preliminary objection in their written statement that the Suit was not maintainable, as partnership firm / Respondent was not registered. However, Plaintiff had proved the Certificate of Registration (Ex.PW-1/A), which reflects that the Firm was registered on 26.09.2013 and there were two partners namely Mr. Hanish Bhasin and his wife Ms. Reena Bhasin. Suit was filed on 09.10.2013 when the partnership firm had already been registered. Consequently, this objection taken by the Appellant is not tenable.

15. Second contention raised on behalf of the Appellants is that they are based in Gurgaon and all transactions took place in Gurgaon. No part of cause of action arose in Delhi and therefore, Delhi Courts had no territorial jurisdiction to entertain the present Suit. However, it has not been challenged that registered Office of the Respondent is in District Centre, Janakpuri, New Delhi. Various invoices [Ex.PW1/B (colly)] were also generated from Janakpuri Office. Not only this, but the Ferry Ticket Vouchers and other documents have all been generated from Janakpuri Office.

16. It is evident that Plaintiff / Respondent, which was based Janakpuri, New Delhi, had been doing all the bookings etc. at the instance of Appellant



from its Office at Janakpuri, New Delhi. Therefore, part cause of action has arisen in Delhi and Suit has been rightly filed in Delhi. Objection that this Court has no territorial jurisdiction, is without any basis and is rejected.

17. Third contention of the Appellants is that there is no liability of the Appellants to pay against the invoices in the sum of Rs.3,42,286/-, except to the extent of Rs.1,00,000/-.

18. It is admitted case that Plaintiff was in business of booking of air tickets, ferry tickets, hotel bookings etc. for official and personal visits and that it had been doing this business with the Appellants.

19. It is not disputed that Defendants along with their two children had travelled to Hong Kong for which the tickets along with hotel booking charges etc. were done by the Respondent Firm, for which a total invoice of Rs.3,42,286/- [Ex.PW1/B (colly)] was raised. Appellants had duly travelled to Hong Kong on vacation on the tickets and arrangements made by Respondent.

20. Appellants had contended to avoid the payment against the invoices on the ground that they have to travel to France and Spain, for which VISA etc. were required. Plaintiff had referred the Appellants to one Mr. Vipin Seth of M/s. Professional VISA, whose services were availed and VISA Applications were made, though the same got rejected.

21. Appellants claimed that there was deficiency of services on behalf Mr. Vipin Seth, on account of which they were unable to travel to France and Spain and Plaintiff had undertaken to compensate them on this account.

22. It has emerged in the evidence that Plaintiff / Respondent had merely referred the Appellants to Mr. Vipin Seth and had no other role to play. Reference was made through e-mail, wherein the Plaintiff had apologized to



the Appellants for the deficient services provided by Mr. Vipin Seth. However, it has been noted by learned District Judge that though there is reference to an e-mail, but the same has not been placed on record. Furthermore, Mr. Vipin Seth may have been referred by the Plaintiff in the course of his business and also to create good-will, but he cannot be held responsible in any manner for the services rendered by Mr. Vipin Seth. While Appellants have asserted that there was mishandling of VISA Applications, but no such cogent evidence has been led to show that it was Mr. Vipin Seth, who was in any manner lacking in services or was responsible for rejection of the VISAs. There may have been rejection of VISAs, but there is nothing on record, by which the plaintiff could be held responsible in any manner.

23. Furthermore, it has emerged in the testimony of DW-1 (Appellant No.1) that he had a valid VISA for Spain and France and that he had travelled to France and only after return he went to Hong Kong with Appellant No.2 and their two children.

24. Appellant No.1 being a partner of Wisdom Village Publication Pvt. Ltd., was able to travel to France and Spain, and was therefore, in a position to conduct his affairs in connection with business proposal and joint venture in Spain and France. He being a partner could have easily negotiated business proposal and joint ventures with respect to publication business, of his partnership firm with Defendant No.2.

25. There is no evidence whatsoever, led by the Appellants about the losses suffered by them / their partnership firm, on account of non-travelling of Defendant No.2 /Appellant No.2 and their two children to France and Spain. There is also no evidence to show that Appellant No.1 was



handicapped in any manner by the Appellant No.2, having not accompanied him to Spain and France for business purposes. There being no evidence in regard to loss of any business suffered by the Appellants, their claim that Plaintiff had agreed to compensate them with a Hong Kong trip is not established.

26. Claim of Appellant No.1 in his Affidavit of Evidence was that Mr. Hanish Bhasin / Respondent being embarrassed on account of not having fulfilled his commitment, alternatively proposed “he shall expeditiously and reasonably try and get a holiday fixed for the Defendants along with the children of Defendant No.2 to Hong Kong”. He additionally mentioned that he was in travel business for long and had contact through which he could expeditiously book the vacation at fraction of the cost.

27. Defendants were not particularly wanted to go to Hong Kong, but because their valuable leaves, which were taken, would otherwise have gone waste, they agreed to visit Hong Kong. Mr. Basin had assured that holiday to Hong Kong would not cause more than Rs.1,00,000/- and he undertook that any additional expenditure born by the Defendants shall be subsidized by him, in addition to highly subsidized tickets.

28. Pertinently, DW-1 in his Affidavit of Evidence (Ex. DW-1/A) had himself stated that trip to France and Spain was not only for business, but was partly vacation, intended to be undertaken by Appellant No.2 and her two children.

29. From the deposition made in the Affidavit of Evidence (Ex.DW-1/A), it is evident that the Plaintiff, as a good gesture for the Defendant No.2 and their children, not being able to accompany Defendant No.1 to France and Spain on account of non-availability of VISA, had proposed to arrange an



alternate vacation to Hong Kong on a subsidized rate by using his contacts, which he had developed due to his being in this business for long.

30. Appellant No.1 himself had stated that he had merely proposed to arrange tickets and hotels etc., on a highly subsidized rate. He had merely given an estimate that vacation may not cost more than Rs.1,00,000/-. There was no promise by the Plaintiff that Defendants would be liable to pay only Rs.1,00,000/- and that remaining expenditure shall be borne by him, as is asserted by the Defendants.

31. Another pertinent aspect is that the invoices for travel to Hong Kong and other vouchers had been issued prior to the travel of the Appellants and the same had been made available. Once the Defendants / Appellants had the bookings and the vouchers, which clearly reflected that total cost was Rs.3,42,286/-, there was no objection raised by them and they willingly availed the tickets and other arrangements and enjoyed the vacation.

32. It is evident from the testimony of DW-1 himself that there was no promise by the Plaintiff to charge Appellants only Rs.1,00,000/- or that any cost, over and above, shall be compensated by him. It has been rightly observed by learned District Judge that even otherwise, there was no liability of the Plaintiff / Respondent to compensate the Appellants for any alleged deficiency of services by Mr. Vipin Seth in the rejection of VISA Applications of the Defendant No.2 and her children to Spain and France.

33. Learned District Judge has rightly decreed the Suit for Rs.3,42,286/- along with interest @ 9% per annum.

34. There is no infirmity in the impugned Judgment and decree dated 20.02.2020 and the Appeal is hereby, **dismissed** along with pending Application.



35. Learned counsel for the Respondent submits that he has deposited Rs.5,10,000/- dated 12.01.2024 by way of FDR. Since the Appeal has been dismissed, the amount be released to the Respondent / Plaintiff.

NEENA BANSAL KRISHNA, J.

MARCH 17, 2026/RS