



2026:DHC:471



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

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Date of Decision: 06.01.2026

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FAO 278/2022

M/S UNIVERSAL FUTURE SHIPPING
& LOGISTIC&ORS & ORS.

.....Appellants

Through: Ms. Latika Choudhury, Advocate

versus

SURENDRA KUMAR AGARWAL

.....Respondent

Through: Mr. Rajender Yadav, Advocate

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

JUDGMENT (ORAL)

CM.APPL. 47738/2022 (seeking condonation of delay)

1. For the reasons stated in the application, the delay is condoned.
2. The present application is allowed and disposed of accordingly.

FAO 278/2022 and CM.APPL. 47739/2022 (stay)

1. The present appeal has been filed under Section 104 read with Order XLIII Rule 1 of the Code of Civil Procedure ("CPC") seeking setting aside of the order dated 23.04.2022 passed by the Trial Court, whereby the appellant's application under Order VII Rule 10 CPC came to be dismissed.
2. As per the plaint, the respondent had ordered marble slabs from one M/s Chambwin International Ltd., a supplier based in *China* on CIF basis, to be delivered at *New Delhi*. The respondent had agreed with the Chinese supplier to pay for the goods imported by way of a letter of credit opened by



the respondent in favour of the said Chinese supplier.

3. The shipment of the goods was the responsibility of one M/s Chinatrans International Ltd., for and on behalf of the Chinese supplier. The appellant, a *Delhi*-based custom forwarder, was tasked to hand over the shipment to the respondent upon completion of due documentation required by *ICD Tughlakabad, New Delhi*, where the goods had been warehoused upon arrival in *India* for release.

4. It is alleged by the respondent in the plaint that the appellant coerced the respondent to pay a sum of Rs.11,94,543/- towards various charges payable for the release of consignment from the *Tughlakabad Port* authorities, even though the respondent had paid the full CIF price of Rs.75 Lakhs for the consignment, to the Chinese supplier. It is alleged by the respondent that illegal invoices were raised by the appellant demanding illegal charges towards detention, demurrage, ground rent and other charges. It is alleged that, in addition to the said charges, the appellant also coerced the respondent to pay a sum of Rs.3,11,726/-, on the threat of confiscation of the consignment by *ICD Tughlakabad* authorities, who could claim a large sum of demurrage on the consignment for delay in getting the same released from the warehouse.

5. It is alleged by the respondent that the appellant delayed the issuance of the Delivery Order, which was essential for release of the consignment. The shipper issued Bills of Lading for the consignment which clearly showed that the entire CIF price had been paid by the respondent to the supplier.

6. According to the respondent, the sum of Rs.15,06,269/- paid by it to the appellant was illegally extracted by the appellant and the same is being



claimed by the respondent in the subject suit along with interest, bringing the total value of the suit to Rs.15,96,645/-.

7. It appears that the issues in the suit were framed on 05.12.2012, and it was only after the conclusion of evidence when the matter was pending for final arguments that the appellant filed an application under Order VII Rule 10 for return of the plaint challenging the territorial jurisdiction of the Trial Court to entertain the suit. Apparently, no objection to the territorial jurisdiction was raised by the appellant in the written statement, which explains the non-framing of the issue on territorial jurisdiction by the Trial Court.

8. The appellant tried to explain the belated challenge to the jurisdiction by alleging that they accidentally discovered a complete copy of the Bill of Lading, in which, Clause 27 mentioned that the Courts at Hong Kong shall have jurisdiction to decide the disputes in relation to the Bill of Lading. It is alleged by the appellant that the copy of the Bill of Lading filed with the plaint was not complete since the back of the document, on which Clause 27 was printed, was not filed. According to appellant no. 2, there was no occasion to raise the objection since it became aware of Clause 27 only when it found the complete copy of the Bill of Lading while cleaning his office.

9. The appellant would argue that the claim made in the suit is based on the Bill of Lading since it is the respondent's case that as per the Bill of Lading all charges have been paid to the supplier and nothing more is payable. As per the appellant, the claim in the suit is a dispute arising out



of the Bill of Lading and hence is triable by the Courts at *Hong Kong* and not in *India*.

10. The respondent/plaintiff, while opposing the application before the Trial Court, had pointed out that the said application had come to be filed at the fag end of the trial, when the matter was fixed for final arguments, despite the trial having remained pending for about 10 years. The appellants/defendants had not raised any such objection in their written statement, and as such no issue in this regard had been framed. It was further contended that the invoices raised by the appellants themselves provided for jurisdiction of the Courts at Delhi.

11. On going through the records and after hearing the submissions of the learned counsels for the parties, this Court finds itself to be concurring with the decision rendered by the Trial Court. Pertinently, the Trial Court has not refused to entertain the application merely on the ground of delay in raising the objection, but has found the objection without merit.

12. The Trial Court has held that the suit is for recovery of charges illegally claimed by the appellant in its invoices. The claim does not pertain to the Bills of Lading or the price payable for the consignment to the supplier. The dispute pertains to the charges claimed by the appellant, not as an agent of the supplier but in its own capacity as forwarding agency.

13. The explanation given by the appellants/defendants for their conduct, in terms of filing the application under Order VII Rule 10 at the stage of final arguments, insomuch as that they were not supplied with the complete copy of the Bill of Lading, appears to be a complete



afterthought. The said documents were filed with the plaint and supplied to the appellant. No objection was raised at any point in time, including during the admission and denial stage. In any case, the objection is liable to be rejected on merits too, as discussed above.

14. The reliance placed by the appellants on British India Steam Navigation Co. Ltd. Vs. Shanmughavilas Cashew Industries & Ors.¹ and M/s Swastik Gases Pvt. Ltd. Vs. Indian Oil Corporation Ltd.² appears to be highly misplaced. As explained above, the *lis* in the present case pertains to the illegal charges collected by the appellant from the respondent and not any matters pertaining to the concerned Bills of Lading. The decision in British India Steam (*supra*) revolves around the sanctity of the terms and conditions printed on the Bill of Lading in matters of dispute between the shipper and charterer. Reference to the British India Steam case (*supra*) for any parallels is completely wrong.

15. Likewise, in Swastik Gases (*supra*), the Court was dealing with the issue of confinement of jurisdiction to one of the two Courts within whose territory parts of the cause of action arose. The Court relied upon the contractual arrangement where the parties had agreed to confine the jurisdiction to the Courts at *Kolkata*, even though part of the cause of action arose in *Jaipur*. The applicability of the Swastik Gases case (*supra*) to the facts of the present case or legal issue involved is unfathomable.

16. In view of the above discussion, the decision of the Trial Court needs no interference. The present appeal is accordingly dismissed.

¹ (1990) 3 SCC 481

² (2013) 9 SCC 32



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17. Consequently, the pending application(s) shall also stand closed.

MANOJ KUMAR OHRI
(JUDGE)

JANUARY 6, 2026

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(corrected and released on 19.01.2026)

Signature Not Verified

Digitally Signed
By:NIJAMUDDIN ANSARI
Signing Date:19.01.2026
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