

Prachi Sharma & Anr. Vs. QSS Technosoft Pvt. Ltd.
CS (Comm.) No. 257/2022

21.08.2023

Present: Sh. Satish Bajaj and Sh. Ankit Sharma Advocates
for plaintiff.

Sh. Nakul Nirwan, Advocate for defendant.

Heard arguments on the application under **Order VII Rule 11 CPC** filed on behalf of the defendant on the ground that the present suit is not maintainable on the sole ground that this court has no territorial jurisdiction to try and entertain the same as per the provisions of **Section 16 and 20 CPC** as the defendant has its **registered office at Sector 63 Noida, U. P. and corporate office at Sector 59, Noida, U. P.** It is pleaded that the proposal document/ agreement was signed, determined and verified at corporate office at Noida and other places i.e. Mumbai, Ghaziabad, U. P. It is further pleaded that there is no cause of action in favour of the plaintiff to file the present suit since there is no privity of contract between the plaintiff and the defendant and in fact the documents annexed by the plaintiff itself discloses the relationship between the KrypMedia and the defendant and the plaintiff no. 1 has signed the documents as the Chief Technology Officer of KrypMedia whereas, the plaintiff no. 2 is a stranger to the defendant as well as the contract at any sort of deal.

The Ld. Counsel for the plaintiff has argued that the agreement to develop the application was made in Bhagirath Palace, Delhi. It is further submitted that the exchange of e-mails between the plaintiff and the defendant, from the side of the

plaintiff were done from Bhagirath Palace, Delhi. It is also submitted that the meetings of the Authorized Representatives of the parties were held in the office of the plaintiff at Bhagirath Place. It is submitted that since the part cause of action has arisen within the territorial jurisdiction of this court, hence, this court has the territorial jurisdiction to try the present suit.

I have considered the rival contentions. While on one hand Ld. Counsel for the defendants has argued that no cause of action has arisen within the territorial jurisdiction of this court whereas on the other hand it has been pleaded on behalf of the plaintiff that part of the transactions i.e. e-mail were exchanged between the parties at Bhagirath Palace, Delhi and also the meetings of the Authorized Representatives of the parties took place at Bhagirath Palace, Delhi. Issues with regard to the cause of action and territorial jurisdiction have arisen, which are triable in nature and hence no conclusive view can be taken solely on pleadings. No intervention is required on the application under **Order VII Rule 11 CPC** the issues being triable and is accordingly **Disposed Off**.

On the basis of the pleadings of the parties, the following issues are settled:-

1. *Whether there is no cause of action in favour of the plaintiff for filing the present suit, as alleged by the defendant in the written statement (Para 2) ? (OPD)*
2. *Whether this court has no territorial jurisdiction to try and entertain the present suit, as alleged by defendant in the written statement ? (OPD)*
3. *Whether the plaintiff is entitled to recovery of the*

principal amount as asked for in the plaint ? (OPP)

4. *In case if issue no. 3 is decided in affirmative, whether the plaintiff is entitled for any interest, as asked for in the plaint ? (OPP)*
5. *Relief.*

Be listed for **Second Case Management Hearing**
on 21.09.2023.

At this stage, on request the date is changed to
26.09.2023.

(Dr. Kamini Lau)
District Judge (Commercial Court)-02,
Central, Tis Hazari Court, Delhi
21.08.2023