

MHRG170010772023



COMMERCIAL SUIT NO.05/2023

VVF (India) Limited

Vs.

Glentech Industries Pvt. Ltd.

CNR NO. MHRG170010772023

ORDER BELOW EXH.16

1. This is an application under Order VII Rule 11 read with Section 151 of the Civil Procedure Code (in short “CPC”) by the defendant with the prayer to reject the plaint.
2. In fact, upon going through the contents of the application it is revealed that the application should have been under Order VII Rule 10 of the CP Code, I am well aware about the settled principle that nomenclature of the application can not be a sole ground for rejecting the application and therefore I have taken up the application of hearing.
3. Learned advocate Mr. Mahesh Vishwakarma for the defendant has submitted that since the suit is for recovery of the amount an compensation, in view of Section 19 of the Code, the suit ought to have been filed before the Court at Kandla, where the office of the defendant is situated.
4. Learned advocate for the defendant has invited my attention to the number of E-mails which were exchanged between employees of the plaintiff and defendant to submit that it was agreed to deliver the goods at Kandla only. Therefore, he has prayed to return the plaint for

presentation to the Court having jurisdiction.

5. In this regard, advocate Mr. Ashwin Havelikar for the plaintiff has submitted that the suit is not for the simpliciter relief of recovery of compensation, but the plaintiff has also claimed the excess amount which has been paid by it to the defendant and therefore according to him, Section 19 of the CPC is not attracted.
6. According to Mr. Havelikar, if the purchase order is looked into, in that case it would reveal that in the Import Purchase Order delivery address of the plaintiff has been shown at Taloja, which is within the jurisdiction of this Court and therefore he has prayed to reject the application.
7. In the light of the submission advanced by both the sides, I have gone through the plaint. There cannot be second opinion that in order to determine jurisdiction of the Court, contents of the plaint are germane, the contents of the plaint are paramount. Specifically, the court shall focus on whether the plaint, as it stands, discloses a cause of action and if it has jurisdiction. The defendant's written statement is not relevant at this stage; the court's decision is based solely on the plaint's averments.
8. If in the light of this, contents of the plaint are looked into, in that case it would reveal that the plaintiff has come with the specific contention that he had paid an amount of Rs.24,27,30,968/-, but the cost of total quantity delivered by the defendant to the plaintiff was Rs.24,17,17,244.40/-

and thus it is claimed that plaintiff has paid amount of Rs.10,13,723.60/- to the defendant.

9. Further portion of the plaint relates to the amount of compensation. Therefore, in my view even by stretch of imagination it cannot be concluded that the suit is merely for the recovery of the amount of compensation. Therefore the provisions incorporated under Section 19 of the Code, cannot be invoked.
10. If Section 19 of the CPC cannot be said to be not attracted in that case Section 20 of the CPC needs to be taken into consideration.
11. Upon perusal of the same, it would reveal that Section 20 (c) of the Code speaks about the place at which the suit is to be instituted. When the cause of action arises, wholly or in part, within a particular court's jurisdiction, essentially, it allows a suit to be filed in a court where the events giving rise to the legal claim occurred, either entirely or partially within the jurisdiction of such Court.
12. At this juncture if the Import Purchase Order is looked into, in that case it is found that initial transaction had taken place at Taloja and that at that time it was agreed to deliver the property at the address at Taloja i.e. within the jurisdiction of this Court. No doubt, subsequently, there was exchange of correspondence between the plaintiff and the defendant, but the fact remains that part of the transaction has taken place within the jurisdiction of this court. Therefore I am of the view that Section 20 of the

Code, the suit filed before this Court can be said to have been within the jurisdiction of this Court and accordingly application Exh.16 needs to be rejected. Consequently, I pass following order.

:: ORDER ::

1. The application Exh16 is hereby rejected.
2. Costs shall be the cause.

(Dictated and Pronounced in open Court.)

Panvel,
Dated :- 31/07/2025

(Dinesh E. Kothalikar)
District Judge-2, Panvel,
Dist-Raigad.