



HIGH COURT OF CHHATTISGARH AT BILASPUR

CR No. 75 of 2026

GIMATEX INDUSTRIES PVT. LTD. **versus** SARVAGI BROTHERS,

Order Sheet

19/03/2026	Shri Nitesh Jain, counsel for the applicant. Learned counsel for the applicant submits that their application under Order 7 Rule 10 and Order 7 Rule 11 CPC has been dismissed by the trial Court without considering the fact that the suit has been filed before the trial Court which is not having territorial jurisdiction to entertain the suit. He further submits that the case is squarely covered by the judgment passed by the Hon'ble Supreme Court in the matter of Swastik Gases (P) Ltd. v. Indian Oil Corpn. Ltd., (2013) 9 SCC 32, and refers to paragraph 32, which reads as under:- 32. For answer to the above question, we have to see the effect of the jurisdiction clause in the agreement which provides that the agreement shall be subject to jurisdiction of the courts at Kolkata. It is a fact that whilst providing for jurisdiction clause

in the agreement the words like “alone”, “only”, “exclusive” or “exclusive jurisdiction” have not been used but this, in our view, is not decisive and does not make any material difference. The intention of the parties—by having Clause 18 in the agreement—is clear and unambiguous that the courts at Kolkata shall have jurisdiction which means that the courts at Kolkata alone shall have jurisdiction. It is so because for construction of jurisdiction clause, like Clause 18 in the agreement, the maxim *expressio unius est exclusio alterius* comes into play as there is nothing to indicate to the contrary. This legal maxim means that expression of one is the exclusion of another. By making a provision that the agreement is subject to the jurisdiction of the courts at Kolkata, the parties have impliedly excluded the jurisdiction of other courts. Where the contract specifies the jurisdiction of the courts at a particular place and such courts have jurisdiction to deal with the matter, we think that an inference may be drawn that parties intended to exclude all other courts. A clause like this is not hit by Section 23 of the Contract Act at all. Such clause is neither forbidden by law nor it is against the public policy. It does not offend Section 28 of the Contract Act in any manner.

33. The above view finds support from the decisions of this Court in *Hakam Singh* [*Hakam Singh v. Gammon (India) Ltd.*, (1971) 1 SCC 286] , *A.B.C. Laminart* [*A.B.C. Laminart (P) Ltd. v. A.P. Agencies*, (1989) 2 SCC 163] , *R.S.D.V. Finance* [*R.S.D.V. Finance Co. (P) Ltd. v. Shree Vallabh Glass Works Ltd.*, (1993) 2 SCC 130] , *Angile Insulations* [*Angile Insulations v. Davy Ashmore India Ltd.*, (1995) 4 SCC 153] , *Shriram City*

[*Shriram City Union Finance Corpn. Ltd. v. Rama Mishra*, (2002) 9 SCC 613] , *Hanil Era Textiles* [*Hanil Era Textiles Ltd. v. Puromatic Filters (P) Ltd.*, (2004) 4 SCC 671] and *Balaji Coke* [*Balaji Coke Industry (P) Ltd. v. Maa Bhagwati Coke Gujarat (P) Ltd.*, (2009) 9 SCC 403 : (2009) 3 SCC (Civ) 770] .

Learned counsel for the applicant also placed reliance in the matter of ***Ratnesh Dev Sharman v. Cipla Limited*, 2012 SCC OnLine Chh 381**. Relevant paragraphs 11, reads as under:-

11. A similar view has been taken by the Supreme Court in case of *Angile Institutions v. Davy Ashmore India Ltd.*, (1995) 4 SCC 153 : (AIR 1995 SC 1766) wherein the Hon'ble Judges while referring to the decision of this Court in case of *A.B.C. Laminart Pvt. Ltd.* (supra), inter alia held that Where two Courts have the jurisdiction consequent upon the cause of action or a part thereof arising therein, if the parties agree in clear and unambiguous terms to exclude the jurisdiction of the other, the said decision could not offend the provisions of Section 23 of the Contract Act. In such a case, the suit would lie in the Court to be agreed upon by the parties. Therefore, where part of cause of action arose at both Mumbai and Ambikapur Court, mutual agreement to exclude the jurisdiction of the Ambikapur Court to entertain the suit was not opposed to public policy and was valid and therefore, the trial Court has not committed any error of law in returning the plaint for its proper presentation.

Learned counsel for applicant lastly places reliance in the judgment passed in the matter of **R.P. Infosystems Private Limited Versus Redington (India) Limited (2023 SCC OnLine Cal 6718)**, relevant paragraph 28 reads as under:-

28. It was argued by the award debtor that the purchase order is the only contract between the parties and, and that the same confers jurisdiction upon Kolkata. However, the said purchase orders contain no arbitration clause and the clause referred to is a generic one which states that “The offer subject to Kolkata jurisdiction”. Clause 19 of the invoices raised by the award holder contains the arbitration clause and also confers exclusive jurisdiction upon the courts in Chennai. These invoices having been signed and accepted by the award debtor, will override the purchase orders issued earlier. Moreover, the subject matter of the dispute arises out of the invoices between the parties. An arbitration clause which specifically confers jurisdiction upon courts at a particular place or designates the seat of arbitration, will override a general jurisdiction clause even if contained in an earlier document exchanged between the parties.

Issue notice to Respondent No.1 on payment of PF by ordinary as well as speed post, **by tomorrow**.

Also heard on I.A. No.1/2026, application for grant of ad-interim relief.

Considering the facts and circumstances of the case, particularly considering the fact that the issue involved is regarding territorial jurisdiction of the court concerned and further considering the law laid down by the Hon'ble Supreme Court in this respect,

Avinash	purely as an interim measure, further proceedings of the trial Court in Civil Suit No.8B/2024 pending before the Court of First Civil Judge Class I, Senior Division, Rajnandgaon, District Rajnandgaon is hereby stayed till the next date of hearing. Sd/- (Amitendra Kishore Prasad) Judge
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