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

+ **C.R.P. 75/2026, CM APPL. 18245/2026**

VISHAL MEGA MART PVT LTD

.....Petitioner

Through: **Mr. Harsh Kaushik & Mr. Sachin
Akhoury, Advocates**

versus

AMIT GUPTA PROPRIETOR OF MS DIYA APPAREL

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

% **24.03.2026**

CM APPL. 18246/2026 (Exemption)

1. Application allowed, subject to all just exceptions.
2. Application is accordingly disposed of.

C.R.P. 75/2026, CM APPL. 18245/2026

1. This petition has been filed by petitioner /defendant assailing the impugned order dated 16th February 2026, passed by the JSCC/ASCJ (North-East), Karkardooma Courts, Delhi in CS No. 278/2025.
2. Respondent has filed this suit relating to the purchase orders issued by petitioner, whose office is at Gurugram. The said purchase orders stipulated that Courts at Gurugram shall have the jurisdiction with respect to all disputes.



3. Plaintiff/respondent stated that though they manufactured goods pursuant to purchase orders however, the goods were not picked up from respondent facility in Dehi and no payments had been made. Therefore, the relief was sought for permanent and mandatory injunction in the said suit.

4. The petitioner filed an application under Order VII Rule 10 of the Civil Procedure Code (*'CPC'*) seeking return of the plaint in view of the jurisdiction clause provided in the purchase orders. The said application was dismissed by the Trial Court on the ground that, since the goods were situated within the jurisdiction of the Delhi Courts, the Trial Court could exercise jurisdiction.

5. *Mr. Harsh Kaushik*, counsel for petitioner, states that the decision in *A.B.C. Laminart Pvt. Ltd. v A.P. Agencies*, (1989) 2 SCC 163 has since been considered by a three Judge Bench in *Swastik Gases Private Limited v Indian Oil Corporation Limited*, (2013) 9 SCC 32, wherein it has been held that even absence of expressions such as *'only'*, *'alone'*, or *'exclusive'*, will not make a material difference to the agreement between the parties which gives exclusive jurisdiction to a particular Court.

6. He relies upon *paragraphs 8, 13 and 31-34* of the majority opinion in *Swastik Gases (supra)*.

7. The concurring opinion of *Justice Madan B. Lokur* is also relied upon. The relevant extracts are as under:

“Madan B. Lokur, J. (concurring)— Leave granted. While I agree with the conclusion arrived at by my learned Brother Lodha, J. this judgment has been penned down to raise the question — Is it really necessary for this Court to repeatedly affirm the legal position ad nauseam? I believe the law on the subject



is well settled and it is to nobody's advantage if the same law is affirmed many times over.

...55. It will be seen from the above decisions that except in A.B.C. Laminart [A.B.C. Laminart (P) Ltd. v. A.P. Agencies, (1989) 2 SCC 163] where this Court declined to exclude the jurisdiction of the courts in Salem, in all other similar cases an inference was drawn (explicitly or implicitly) that the parties intended the implementation of the exclusion clause as it reads notwithstanding the absence of the words “only”, “alone” or “exclusively” and the like. The reason for this is quite obvious. The parties would not have included the ouster clause in their agreement were it not to carry any meaning at all. The very fact that the ouster clause is included in the agreement between the parties conveys their clear intention to exclude the jurisdiction of courts other than those mentioned in the clause concerned. Conversely, if the parties had intended that all courts where the cause of action or a part thereof had arisen would continue to have jurisdiction over the dispute, the exclusion clause would not have found a place in the agreement between the parties.”

8. In view of the above, issue notice to respondents on steps being taken by petitioner through all permissible modes including, e-mail etc.
9. In the meantime, proceedings before the Trial Court will be deferred till after the next date of hearing before this Court.
10. List on 10th July 2026.
11. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MARCH 24, 2026/RK/zb