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

+ **CS(COMM) 549/2020, I.A. 11944/2020 & I.A. 11946/2020**

P K HOSPITALITY SERVICE PRIVATE LIMITEDPlaintiff

Through: Mr. Sandeep Bajaj, Mr. Soayib Qureshi, Ms. Chetna Alagh, Mr. Aman Qayoom Wani and Mr. Mayank Biyani, Advs.

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIADefendant

Through: Mr. Rakesh Chaudhary, Adv.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% **09.12.2025**

I.A. 4013/2021 (filed by the defendant under Order VII Rule 11 r/w Section 151 of CPC)

1. The first and foremost ground raised in the application, pertains to jurisdiction.
2. Mr. Rakesh Chaudhary, learned counsel appearing for the defendant contends that the suit filed by the defendant in the State of West Bengal is prior in time and, therefore, the instant suit before this Court is not maintainable. He also submits that this Court lacks territorial jurisdiction.
3. The plaintiff, while placing reliance on the decision of this Court in the case of ***L.G. Corporation & Anr. v. Intermarket Electroplasters (P) Ltd.***



and Anr.¹, submits that necessary averments have been made in the plaint, which when perused, would clearly indicate that a substantial cause of action has arisen within the jurisdiction of this Court.

4. According to the learned counsel appearing for the plaintiff, the contract dated 15.11.2019 which was entered into between the plaintiff and the defendant, and which is also the genesis of the entire dispute, has been executed and signed at New Delhi. The defendant operates their business from their Head Office at New Delhi. It is only the authorised representative who is situated within the State of West Bengal.

5. It is also submitted that all the communications received by defendant No. 1, which were conveyed to the plaintiff, were issued by the defendant from New Delhi. For the sake of clarity, paragraph No. 42 of the plaint is extracted as under:

“42. That the contract dated 15.11.2019 entered between the Plaintiff and Defendant was signed at New Delhi. The headquarters of the Defendant are at New Delhi. Further, all the communications received by the Defendant No 1 which were conveyed to the Plaintiff were issued by the Defendant from New Delhi. As such, the instant Suit falls within the territorial jurisdiction of this Hon'ble Court and this Hon'ble Court is authorized to adjudicate upon the same.”

6. Having considered the aforesaid aspect, the Court finds that *prima facie* the Court at Delhi has jurisdiction to entertain the instant civil suit. Section 20 of the Code of Civil Procedure, 1908 provides, *inter alia*, that subject to limitation in preceding sections of Section 20, every suit shall be instituted in a Court within the local limits of whose jurisdiction the defendant or each of the defendants where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or

¹ 2006 SCC OnLine Del 1661.



carries on business, or personally works for gain.

7. Having considered the submissions, the Court finds that the defendant carries on business from New Delhi. The work may have been executed outside the jurisdiction of this Court; however, the entire transaction has taken place within the jurisdiction of this Court. The transaction itself is the genesis of the dispute.

8. Under these circumstances, *prima facie*, the Court has jurisdiction. Accordingly, the instant application, at this stage, stands rejected.

9. Liberty, however, is granted to the defendant to raise the said issue during the course of trial. The opinion expressed is tentative.

10. The other objections raised in the application are also left open to be considered during the course of trial.

11. Application stands disposed of.

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List for framing of issues on 10.02.2026.

PURUSHAINDR KUMAR KAURAV, J
DECEMBER 9, 2025/P/KSR