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

+ **CS(COMM) 1200/2024 & I.A. 49798/2024, I.A. 49799/2024**

MS JAY SWITCHES INDIA PVT. LTD.Plaintiff

Through: Mr. Hrishikesh Baruah, Mr. Pranav Jain, Mr. Anurag Mishra, Mr. Utkarsh Dwivedi, Advs.

versus

MS PCA AUTOMOBILES INDIA PVT. LTD.Defendant

Through:

**CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

ORDER

% **14.01.2025**

1. The Plaintiff has approached this Court praying for recovery of Rs.37,72,47,000/- along with interest.
2. The case as stated by the Plaintiff in the plaint is that a Purchase Contract was entered into between the parties for supply of lock and key sets for automobiles. It is stated that the sets were to be supplied by the Plaintiff to the Defendant. Article 4 of the contract indicates that the quantities to be supplied were to be finalized at the time of tooling kick off. The estimated need is mentioned in Clause 4.2.1 which shows that as far as India is concerned, 1400 sets of SC21 Model was the target that was fixed. Clause 4.2 gives the estimate needs of all the buyers. Clause 4.2.1 of the agreement reads as under:-

“4.2.1 In order to enable Seller to adjust its production capacity to meet all Buyers’ needs, the estimated needs



of all Buyers in Goods are as follows:-

Lock & Key Set - L1								
Target Volume for Ignition Switch, Door Lock Barrel, Immobilizer coil & mechanical key								
Models	Region	2021	2022	2023	2024	2025	2026	2027
SC21	India	1400	2933	6326	8079	8879	8659	8459
	Latam		7455	19871	19283	18512	18378	16845
	Total	1400	10388	26197	27362	27391	27037	25304
Lock & Key Set – L2								
Target Volume for Ignition Switch, Door Lock Barrel, Immobilizer coil & Remote Key								
Models	Region	2021	2022	2023	2024	2025	2026	2027
SC21	India	5599	12967	20975	26421	29621	28741	27941
	Latam	0	31010	82344	79640	76486	75836	69368
SC24	India	0	5026	22301	30400	32400	35401	33399
	Latam	0	2974	0	5699	17612	17285	16335
SC26	India	0	0	9731	21542	22105	22555	24186
	Latam	0	0	12308	32431	30950	30753	30463
	Grand Total	5599	51977	147659	196133	209174	210571	201692

Such estimated needs will be updated from time to time through a separate document.”

- The price of the products has been given in Paragraph No.5 of the plaint. It is the case of the Plaintiff that after entering into the contract, the Defendant has not placed the orders as agreed upon under the contract which has been entered into between the parties. It is stated that though the agreement does not contain any dates but since the target of production started in the year 2021 onwards, the plaint has been filed within time.
- Learned Counsel for the Plaintiff states since the Defendant did not place the relevant orders, the contract was terminated on 26.11.2023 and a demand notice was sent to the Defendant on 30.11.2023. The cause of action also arose on various other dates where various meetings were held between



the parties. It is further stated that at the time when the contract was entered into, both the Plaintiff and the Defendant had their office in Delhi therefore a part of the cause of action arose within the jurisdiction of this Court.

5. It is further stated that in compliance of Section 12A of the Commercial Courts Act, the Plaintiff has approached the Delhi High Court Legal Services Authority for pre-institution mediation settlement. It is stated that an application was made on 23.12.2023 and meetings were held on 08.01.2024 and 09.01.2024. However, the parties could come to a settlement and the mediation has failed. It is stated that a non-starter report has been given by the Delhi High Court Legal Services Committee on 02.02.2024.

6. Issue summons.

7. On taking steps, let summons be issued to the Defendant through all permissible modes.

8. List before the learned Joint Registrar on 03.03.2025 for further proceedings.

SUBRAMONIUM PRASAD, J

JANUARY 14, 2025

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