

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****105****CR-3864-2025****Date of Decision: 04.07.2025****M/S THE BELL HOUSE PROPERTY AND ANR****.....PETITIONERS****Vs.****M/S EIGHT CONTINENTS HOTELS AND RESORTS****.....RESPONDENTS****CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA**

Present: Mr. Siddharth Sihag, Advocate for the petitioners.

DEEPAK GUPTA, J.

By way of this revision petition filed under Article 227 of the Constitution of India, petitioners, who are the defendants in Civil Suit bearing registration No.704/2022 pending before the learned Civil Judge (Jr. Division), Chandigarh, have assailed the order dated 08.04.2025, whereby an application under Order 7 Rule 10 & 10A of the Code of Civil Procedure seeking return of plaint for want of territorial jurisdiction, has been declined.

2. Learned counsel for the petitioners-defendants has been heard at considerable length.

3. Suit was filed by the plaintiff (*respondent herein*) for recovery of ₹18,68,404 along with interest, primarily based upon promissory note dated 27.12.2021.

4. It is contended by learned counsel that no cause of action arose within the territorial jurisdiction of the Chandigarh Court; that property in question is situated in Gurugram, where the promissory note was executed and that defendants-petitioners reside in New Delhi and so, the Chandigarh Court did not have jurisdiction in the matter.

5. This Court does not find any merit in the contention. As rightly observed by the trial Court and as also conceded by learned counsel for the



petitioners-defendants that in the promissory note dated 27.12.2021, executed between the parties, which is one of the main basis of the plaintiff's suit, it is clearly provided that in case of dispute, either civil or criminal, the place of jurisdiction shall be Chandigarh, as the registered office of the plaintiff i.e. respondent herein, is located in Chandigarh.

6. It has been rightly held by the learned trial Court that when two or more Courts have the jurisdiction, the parties can, by agreement confers exclusive jurisdiction on one of the such Court. As such once the parties contractually agreed upon exclusive jurisdiction of the Court in Chandigarh, therefore, the petitioners-defendants are now estopped from contending that the Chandigarh Court do not have the jurisdiction.

7. As such, this Court does not find any illegality and perversity in the impugned order. No merit. Dismissed.

04.07.2025
Pry

(DEEPAK GUPTA)
JUDGE

Whether speaking/reasoned? Yes
Whether reportable? No