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**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CM-5926-C-2025, CM-11494-C-2023,
IN/AND RSA-3214-2023 (O&M)
Date of decision : 21.05.2025**

Ravinder Kumar @ Ravinder Yadav

....Appellant/defendant

Versus

Smt. Sunita

....Respondent/plaintiff

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present:- Mr. S.K.Yadav, Advocate
for the applicant-appellant.

PANKAJ JAIN, J.(ORAL)

CM-5926-C-2025

By way of instant application, the applicant-appellant is seeking preponement of the date of hearing in the main case.

Heard.

For the reasons recorded in the application, the same is allowed.

Main appeal is preponed from 16.09.2025 to today and taken on Board.

CM-11494-C-2023

This is an application seeking condonation of delay of 168 days in re-filing the present appeal.



For the reasons recorded in the application, this Court is satisfied that the applicant-appellant has shown sufficient cause to condone the delay in re-filing the appeal.

Application is allowed. Delay of 168 days in re-filing the appeal is condoned.

Main case

1 Defendant is in second appeal. For convenience parties hereinafter are referred to by their original position in the suit, i.e. the appellant as defendant and the respondent as plaintiff.

2 Plaintiff filed suit for recovery of Rs.5,07,000/- against the defendant.

3 As per the plaintiff, defendant purchased a vehicle bearing registration No.HR 66T-7441 from the plaintiff on 04.04.2014 for a consideration of Rs.2,00,000/-. Defendant agreed to pay the said amount by 31.10.2014. It was agreed that from the date of purchase, i.e. 04.04.2014 all the liabilities qua the vehicle shall be borne by the defendant. Plaintiff further claimed that defendant purchased furniture of the school etc. from plaintiff for Rs.1,50,000/- again by way of agreement and agreed to pay the amount by 31.10.2014. Defendant having failed to pay the aforesaid amount of Rs.3,15,000/- is required to pay interest thereupon @1.5% per annum. Plaintiff thus claimed an amount of Rs.3,15,000/- as principal and Rs.1,92,000/- as interest total amounting to Rs.5,07,000/-. Suit was contested by the defendant. Execution of agreement as claimed by the plaintiff was denied. Defendant claimed that defendant is running a school



by the name of King George Play School, at Sahlawas Road, Kosli, District Rewari. Plaintiff is his sister-in-law. Defendant needs vehicle to provide pick and drop facility to the students. On request of plaintiff her vehicle was allowed to be plied. Accordingly agreement was prepared. Owing to some differences the arrangement qua vehicle of the plaintiff could not continue. Defendant further denied purchased of any stationery articles from the plaintiff. Court of the First Instance non-suited plaintiff holding that defendant being resident of District Jhajjar, Courts at Mohindergarh lacked jurisdiction to try the suit.

4 Unsuccessful plaintiff approached Lower Appellate Court. The Lower Appellate Court reversed the findings recorded by the Trial Court regarding jurisdiction. On merits the Lower Appellate Court analyzed the evidence threadbare and came to the conclusion that the plaintiff having proved her case was entitled for decree of recovery of Rs.5,07,000/-.

5 Counsel for the defendant has assailed the findings recorded by the Courts below. He submits that once it was found by the Trial Court that the suit was not maintainable before the Courts at Mohindergarh for territorial jurisdiction and evidently from memo of parties defendant is not resident of District Mohindergarh, the Appellate Court ought not have reversed the findings recorded by the Trial Court. He further submits that once the Lower Appellate Court had reversed the findings qua jurisdiction, the Lower Appellate Court ought to have remanded the matter back for decision on merits instead of recording findings itself.



6 I have heard learned counsel for the defendant and have gone through the records of the case.

7 The jurisdiction to try the suit is covered by Section 20 of the CPC. The same reads as under :-

“20. Other suits to be instituted where defendants reside or cause of action arises.—Subject to the limitations aforesaid, every suit shall be instituted in a Court within the local limits of whose jurisdiction—

(a) 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 carries on business, or personally works for gain; or

(b) any of the defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain, provided that in such case either the leave of the Court is given, or the defendants who do not reside, or carry on business, or personally works for gain, as aforesaid, acquiesce in such institution; or

(c) The cause of action, wholly or in part, arises.

1 * * * **

2[Explanation].—A corporation shall be deemed to carry on business at its sole or principal office in 3[India] or, in respect of any cause of action arising at any place where it has also a subordinate office, at such place.”

8 A bare perusal of the provision reveals that residence of defendant is not solitary criteria to determine the territorial jurisdiction of the Court. The suit can be instituted in a Court within whose jurisdiction the cause of action wholly or in part arises. The expression “cause of action” is



not defined in Code of Civil Procedure but has acquired a settled meaning in terms of numerous binding judicial precedents.

9 Supreme Court in the case of ***ONGC V. Utpal Kumar Basu (1994) 4 SCC 711*** while explaining the import of expression observed as under :-

“6. It is well settled that the expression "cause of action" means that bundle of facts which the petitioner must prove, if traversed, to entitle him to a judgment in his favour by the Court. In Chand Kour v. Partab Singh' Lord Watson said:

"... the cause of action has no relation whatever to the defence which may be set up by the defendant, nor does it depend upon the character of the relief prayed for by the plaintiff. It refers entirely to the ground set forth in the plaint as the cause of action, or, in other words, to the media upon which the plaintiff asks the Court to arrive at a conclusion in his favour."

Therefore, in determining the objection of lack of territorial jurisdiction the court must take all the facts pleaded in support of the cause of action into consideration albeit without embarking upon an enquiry as to the correctness or otherwise of the said facts. In other words the question whether a High Court has territorial jurisdiction to entertain a writ petition must be answered on the basis of the averments made in the petition, the truth or otherwise whereof being immaterial. To put it differently, the question of territorial jurisdiction must be decided on the facts pleaded in the petition. Therefore, the question whether in the instant case the Calcutta High Court had jurisdiction to entertain and decide the writ petition in question even on the facts alleged must depend upon whether the averments made in paragraphs 5, 7, 18, 22, 26 and 43 are sufficient in law to establish that a part of the cause of action had arisen within the jurisdiction of the Calcutta High Court.”



10 The same was reiterated by Supreme Court in the case of *A.V.M.Sales Corpn. V. Anuradha Chemicals (P) Ltd., (2012) 2 SCC 315.*

The same is the view taken in *Church of Christ Charitable Trust & Educational Charitable Society Vs. Ponniamman Educational Trust (2012) 8 SCC 706.*

11 In terms of the aforesaid proposition every fact which is necessary to be proved comprises cause of action. It is not one fact that constitutes cause of action rather it is bundle of facts. Applying the aforesaid parameter to the provision contained under Section 20 CPC even where part of cause of action arises the Court shall have jurisdiction.

12 In the present case, it has come on record that articles as well as vehicle were received by defendant at the house of plaintiff situated at village Lawan, District Mohindergarh. Thus the Lower Appellate Court rightly concluded that the Courts at District Mohindergarh do have jurisdiction to try and entertain the Civil suit filed by the plaintiff rightly reversing the finding recorded by the Trial Court.

13 Coming on to the issue on merits, the counsel for the defendant does not dispute that defendant is not sure as to whether he wants to admit execution of agreement propounded by the plaintiff or wants to deny the same. He has taken mutually destructive pleas in his defense. In the written statement he has denied the agreement initially, but later on claimed to have signed the same in good faith. The suggestion put to the plaintiff in her cross-examination has sealed the fate of the present *lis*. Plaintiff was suggested by the counsel representing defendant that the vehicle and the



school goods given by her were not in good condition and that the documents of the vehicle were not handed over to the defendant despite demand.

14 Counsel for the defendant is not in a position to dispute the aforesaid facts.

15 In view of above, this Court finds no merit in the present appeal and the same is ordered to be dismissed.

16 Pending miscellaneous application, if any, also stands disposed off.

21.05.2025
Pooja Sharma-I

(PANKAJ JAIN)
JUDGE

Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No