

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

Date of Reserve: 15th November, 2010

Date of Order: 22nd November, 2010

+Crl. Rev. P. 186 of 2010

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22.11.2010

M/S KAJARIA HOUSING AND INFRASTRUCTURE LTD. ... Petitioner
Through: Mr Hanif Mohammad, Mr Pramod Kumar
and Mr. Shakil Ahmed, Advocates

Versus

THE STATE OF NCT OF DELHI & ORS ... Respondents
Through: Mr. Sunil Sharma, Addl. PP for the State

JUSTICE SHIV NARAYAN DHINGRA

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporter or not?
3. Whether judgment should be reported in Digest?

JUDGMENT

1. This revision has been preferred against order dated 13th April, 2010 passed by learned M.M. dismissing the complaint for want of jurisdiction. The learned MM observed that the agreement between the parties had taken place at Jaipur, Rajasthan in respect of development of land situated in Jaipur, Rajasthan. The parties had prepared a Joint Development Agreement (JDA) and Clause No. 31 of this JDA reveals that both parties had agreed to confer jurisdiction on Courts at Jaipur. He observed that no part of the alleged offence had taken place in Delhi and therefore Delhi Courts would have no jurisdiction.

2. It is submitted by counsel for the petitioner that detailed discussions were held on various dates between the appellant and respondent at Delhi.

The respondent No. 2 had approached the revisionist company in January, 2008 for development of a land situated at Vishwakarma Industrial Area, Sikar Road, Jaipur and assured that it was a profitable project for investment. After detailed discussions the JDA was prepared. However, before the JDA could be signed ₹ 11.00 lakh were demanded by respondent No. 2 from the petitioner as a token advance amount and it was specifically agreed that this amount received from the petitioner would be refundable in the event of delay in materializing the deal. The amount was paid in good faith. However, later on despite continuous request of the petitioner to respondent JDA was not signed between the parties. It is stated that therefore cause of action had taken place in Delhi. Reliance is placed on Section 178 Cr. P.C. which provides that when it was uncertain in which of several local areas an offence was committed or where an offence was a continuing one and was committed in more than one local area then the court of different places, where the part of offence had been committed, shall have jurisdiction.

3. Both respondents in this case are situated in Rajasthan at Jaipur. The land in question about which agreement was contemplated is in Jaipur, Rajasthan. The documents which were to be signed by the parties have been placed on record by the petitioner. The Arbitration Clause of JDA would show that parties had specifically agreed that jurisdiction will be of Courts at Jaipur only and in case of dispute the matter would be referred for arbitration and arbitration shall be held in Jaipur. It is so mentioned not only in JDA but even in Indemnity Cum Guarantee Deed. There is no documentary proof that a sum of ₹ 11.00 lakh was given in Delhi. The cheque of ₹ 11.00 lakh was presented at a bank in Jaipur, encashed there, thus, prima facie all acts of this

transaction had taken place at Jaipur. It is petitioner's own case that respondent had filed a consumer case against the petitioner at Jaipur.

4. I consider that under these circumstances trial court rightly came to conclusion that courts at Delhi had no jurisdiction.

5. There is no infirmity in the order of trial court. The petition is hereby dismissed.

NOVEMBER 22, 2010
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SHIV NARAYAN DHINGRA, J.