

(1911) 11 CAL CK 0006
In the Calcutta High Court

A.T. Bhattacharya and Co.

APPELLANT

Vs

Cawnpore Woolen Mills Co. Ltd.

RESPONDENT

Date of Decision : 23-11-1911

Acts Referred:

Citation : 13 Ind. Cas. 943

Hon'ble Judges : Stephen, J;Coxe, J

Bench : Division Bench

Judgement

1. In this case a firm at Ranchi was suing a firm at Cawnpore for failure to deliver certain goods on contract. The Munsif held that he had no jurisdiction to try the case. The Rule was granted on the opposite party to show cause why the judgment of the Court below should not be set aside and the case tried on the merits.

2. It seems to be quite clear on the facts before us that the contract was to be performed by the defendants sending the goods to Ranchi, where they were to be accepted by the plaintiffs. The contract, therefore, as it stands, was to be carried out at Ranchi. This gives the Munsif jurisdiction which he should have exercised. There is also a question in this case which can only be determined by the evidence, namely, whether, a man named Green had or had not the power to make contracts on behalf of the defendant. But on this point we need not say anything. We think that the contract was to be performed by the delivery of the goods at Ranchi and, therefore, in part carried out there.

3. The rule is, therefore, made absolute and the case sent back to the Munsif to be tried on the merits.

4. Costs one gold mohur.