

(2011) 01 JH CK 0020
In the Jharkhand High Court
Case No : Writ Petition (C) No. 6398 of 2010

Brajesh Kumar Thakur

APPELLANT

Vs

The Assistant Secretary, Railway Recruitment Board and
Another

RESPONDENT

Date of Decision : 27-01-2011

Acts Referred:

Citation : (2011) 01 JH CK 0020

Hon'ble Judges : Bhagwati Prasad, C.J.;Narendra Nath Tiwari, J

Bench : Division Bench

Final Decision : Dismissed

Judgement

1. Heard learned Counsel for the Petitioner.

2. The Petitioner has put stress on the point that part of the cause of action having arisen at Ranchi, Ranchi Bench of Central Administrative Tribunal had jurisdiction. It is submitted that the Ranchi Bench of the Central Administrative Tribunal has jurisdiction, as letter of rejection was received at Ranchi. But the Ranchi Bench of Central Administrative Tribunal has denied hearing to the Petitioner, holding that it has no jurisdiction to decide his case. The Petitioner has placed reliance on the Hon''ble Supreme Court's decisions, reported in Bikash Bhushan Ghosh and Others Vs. Novartis India Limited and Another, and Om Prakash Srivastava Vs. Union of India (UOI) and Another, , wherein the Hon''ble Supreme Court has held that if part of cause of action arises at a place and if in a matter two courts are having jurisdiction, the Courts of that place will have the jurisdiction where part of cause has taken place. There cannot be any denial of the proposition as laid down by the Hon''ble Supreme Court.

3. There are peculiar circumstances, in this case, wherein the notification issued from Mumbai under which the Petitioner had applied for being offered employment, containing stipulation, namely, Stipulation No. 19, which reads as under:

Legal Matter: Any legal matter arising out of this employment notice, shall fall within the legal issue of Central Administrative Tribunal, Mumbai, and Central Administrative Tribunal, Jabalpur (MP) out of selection process of RRB Mumbai and RRB Bhopal respectively.

4. The Stipulation No. 19, quoted herein above, specially excludes the jurisdiction of all other courts than the Mumbai Court. Having accepted the offer made in the notification wherein Stipulation No. 19 was contained, the Petitioner had submitted himself to the jurisdiction of the Central Administrative Tribunal, Mumbai, saying that there is no contract in between the Petitioner and the Railways which is not a proper exposition of the facts because once the offer is accepted without denial, it cannot be said that the Petitioner was not a party to that contract.

5. The Petitioner has further relied upon a decision of the Hon''ble Supreme Court, reported in M/s. Patel Roadways Limited, Bombay Vs. M/s. Prasad Trading Company, wherein it was held that where jurisdiction is conferred by agreement, the same cannot be absolute and such jurisdiction has to be conferred on those courts where some part of the cause of action has arisen. The settled proposition of law, as has been enunciated by the Hon''ble Supreme Court, is that where there is no cause of action at all, by choice, the parties cannot confer jurisdiction on a Court, by choice alone, where there arose no cause of action. But in the instant case, which is being relied upon by learned Counsel for the Petitioner, Mumbai Court had been given jurisdiction by agreement. It has been observed by the Hon''ble Supreme Court that Mumbai Court had no jurisdiction at all to entertain the suits filed by the Respondents, as no part of cause of action arose in Mumbai, the entire cause of action had arisen at Varanasi. That being the position, since the Mumbai Court had no jurisdiction in the territory of Mumbai, the jurisdiction could not have been conferred at Mumbai Court by agreement i.e. the principle underlying in the case relied upon by the learned Counsel for the Petitioner. In this case itself, this has been stated by the Hon''ble Supreme Court that if part of cause of action has arisen at more than one place, then on an agreement, the parties can confer jurisdiction to one of the Courts.

6. In the instant case, by Clause 19, the jurisdiction has been agreed to be conferred on Mumbai Court. It is not denied that transaction has been generated at Mumbai.

7. In that view of the matter, if the Ranchi Bench of the Central Administrative Tribunal has denied the hearing to the Petitioner, we do not think that any illegality has been committed. Thus, there is no force in the writ petition, which is, accordingly, dismissed.