

(1973) 08 KAR CK 0004

In the Karnataka High Court

Case No : Civil Revision Petition No. 1145 of 1973

M/s. Bombay Goods Carriers (P.) Ltd.

APPELLANT

Vs

M/s. Sha Multhanmul Hastimal and Sons

RESPONDENT

Date of Decision : 20-08-1973

Acts Referred:

Citation : AIR 1974 Kar 1

Hon'ble Judges : Govinda Bhat, C.J.;Srinivasa Iyengar, J

Bench : Division Bench

Advocate : P. Krishnappa, for the Appellant; Smt. S. Pramila, for the Respondent

Final Decision : Dismissed

Judgement

1. This revision petition has Been referred to a Bench by Datar, J. on the ground that a question of law is involved in regard to the right of a party to file a suit in a particular Court, and as similar matter arose in C. R. P. No. 1133/72.
2. The Revision Petition No. 1133/72 has been disposed of by us by a separate order dated 6-8-1973.
3. The facts and circumstances in the instant case are somewhat different from those in that case. In the instant case, the respondent-plaintiff entrusted certain goods for carriage from Bangalore to Agra to the defendants. The contention raised by the defendants was that on the reverse of G. C. Note No. 5772, dated 12-3-1970, there was a term that all claims and matters arising under the consignment should be settled in Courts at Bombay, and therefore the suit filed in the Small Causes Court at Bangalore was not maintainable. The learned Small Causes Judge came to the conclusion that no part of the cause of action accrued at Bombay and therefore the Court at Bombay cannot have jurisdiction to try the suit and the parties merely agreeing that only Courts at Bombay would have jurisdiction to settle the claims would be of no effect.
4. The principle of law is now well settled that where two or more Courts have

jurisdiction to try a suit, an agreement between the parties that the claims shall be settled by only one of such Courts is valid and the parties by agreement cannot confer jurisdiction on a Court where it has no such jurisdiction in regard to a particular matter. Vide *Hakam Sing Vs. Gammon (India) Ltd.*, Applying this test. It is clear that no part of the cause of action accrued at Bombay and the parties by merely agreeing that the Bombay Courts alone should have jurisdiction cannot confer a jurisdiction on the Courts at Bombay and such an agreement is not valid and enforceable. The learned counsel for the petitioner sought to place reliance on the decision of this Court in *New India Assurance Co. Ltd. v. T. K. Nanjunda Setty & Sons*, (1963) 2 Mys LJ 513 = (AIR 1964 Mys 147). The facts and circumstances in that case were entirely different from those in the instant case. The same principle was adopted in that case. It was clear that a part of the cause of action accrued at Madras and Bombay and accordingly, it was held that only Courts at those places had jurisdiction.

5. The view taken by the Court below in regard to the question of jurisdiction is correct and the revision petition accordingly fails and is dismissed with costs.