

(1951) 05 P&H CK 0027
In the Punjab And Haryana At Chandigarh
Case No : Civil Revision No. 24 of 1951

Parma Nand Ganesh Parshad

APPELLANT

Vs

Firm Jawahar Singh Tara Singh

RESPONDENT

Date of Decision : 21-05-1951

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Section 20

Citation : AIR 1952 P&H 381

Hon'ble Judges : Harnam Singh, J

Bench : Single Bench

Advocate : A.N. Grover, for the Appellant; K.L. Gosain, for the Respondent

Final Decision : Dismissed

Judgement

1. In order to appreciate the point involved in these proceedings, the facts of the case must be set out in some detail.

2. Messrs. Jawahar Singh-Tara Singh instituted Civil Suit No. 25 of 1950 on the 16th of January 1950, for the recovery of Rs. 2,360/- against Messrs. Parmanand-Ganesh Parshad, Grain and Seed Merchants of Mahranipur, District Jhansi (U.P.). In paragraph No. 11 of the plaint it is stated that the defendant-firm drew a hundi in the plaintiff-firm at Amritsar and realized the proceeds of that hundi at Amritsar. It is then stated that the defendant-firm was to supply the goods to the plaintiff-firm at Amritsar. On these facts it is claimed that the Civil Courts in Amritsar District have jurisdiction to try the suit. In the written statement the defendant-firm pleaded that the contract was made at Mahranipur, that the goods were to be delivered at Mahranipur, and that in performance of the contract money was to be paid at Mahranipur. Defendant-firm then pleaded that the relationship between the plaintiff-firm and the defendant-firm was that of principal and agent. On these facts it is maintained that the Civil Courts at Amritsar have no jurisdiction to try the suit.

3. Sardar Tava Singh, proprietor of the plaintiff-firm, gave evidence for the

plaintiff-firm at the trial, while. Shri Ram Nath, munib of the defendant-firm, gave evidence for the defendant-firm. In his evidence Sardar Tara Singh stated:

"450 maunds of tilli (washed) was purchased by me from the defendant. The defendant was to supply the goods and I had to pay the money at Amritsar. In this purchase transaction, the defendant sent a hundi of Rs. 2,000/- through the Central Bank and I paid off the amount, but the goods were never sent by the defendant and I have sued therefore for the return of the money with interest. The actual goods were to be sent by the defendant through the Railway Receipt through the Bank. The hundi was also to be received through the Bank and paid through it."

Sardar Tara Singh was cross-examined, but there is not a syllable in the cross-examination of Sardar Tava Singh showing that his statement, set out in the preceding paragraph, was incorrect.

4. In these proceedings, Mr. Amar Nath Grover, learned Counsel for the defendant-firm, urges that in the case of contracts between principal and agent the suit must in all cases be instituted in the Court having the jurisdiction at the place where the agent resides or carries on business.

5. In considering the question it has to be borne in mind that the Code is exhaustive on all matters specifically dealt with by it. In other words, the law on matters specifically dealt with by the Code must be ascertained only with reference to the provisions of the Code and the Courts cannot disregard or go outside, the letter of the enactment according to its true construction. An authority on this point is to be found in "Piyara Singh v. Bhagwandas AIR 1951 P&H 33. In other words, the jurisdiction of the Court must be gathered from Section 20 of the Code of Civil Procedure.

6. That being the position of law, I apprehend, that Section 20 of the Code does not support the proposition advanced in these proceedings. In K.E.P.V. Venkatachalam Pillai Vs. Rajaballi M. Sajun, Beasley, C, J., (Ramesam and King, JJ., concurring) said: "Apart from this upon an examination of the documents another thing is perfectly clear and that is that "whatever the relationship between the parties may in fact be, payment for the goods purchased by the plaintiff or on his behalf was to be made at Tuti-corin".

If that is so, part of the cause of action arose within the jurisdiction of the Tuti-corin District Munsif's Court." With great respect I follow the rule laid down in K.E.P.V. Venkatachalam Pillai Vs. Rajaballi M. Sajun, and find that on the facts proved at the trial a part of the cause of action arose within the district of Amritsar where in performance of the contract the sum of Rs. 2,000/- was paid by the plaintiff-firm to the defendant-firm.

7. No other point was argued in these proceedings. In the result the petition for revision fails and is dismissed with costs.