

Niranjan Singh Vs. Kundan Singh and ors.

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Court : Allahabad

Decided On : Jul-29-1919

Reported in : AIR1919All402(2); 52Ind.Cas.655

Judge : P.C. Banerji and ;Piggott, JJ.

Appellant : Niranjan Singh

Respondent : Kundan Singh and ors.

Judgement :

1. The only question in this appeal is whether the Subordinate Judge's Court at Jhansi had jurisdiction to entertain the suit. The parties entered into a partnership to carry on business at a place called Jwalagunj in the District of Jalaun, which is within the jurisdiction of the Court of the Subordinate Judge at Jhansi. The partnership came to an end before the institution of the suit. The claim was that an account of the partnership be taken and the balance which might be found due may be awarded to the plaintiffs. The first defendant, who is the principal defendant in the suit, contended that there was a contract between the parties that the final accounts should be rendered at Cawnpore and payments should be made there and that the Jhansi Court had, therefore, no jurisdiction to entertain the suit. The Court of first instance found in his favour and dismissed the suit. The learned Judge set aside the order of dismissal on appeal and remanded the case. The learned Judge was, in our opinion, right in holding that as the partnership business was carried on within the jurisdiction of the Court at Jhansi, the cause of action

arose within that jurisdiction and the suit was maintainable in that Court. No doubt if there was a specific contract between the parties that the rendition of accounts and the final settlement thereof should take place at Cawnpore and that payments should be made there and not at the place where the business was carried on, the Court at Jhansi would not have jurisdiction. But in the present case it has not been satisfactorily established; that there was a contract of the description alleged by the defendant. The learned' Judge came to no definite finding on the point, though it seems from his remarks that he was not inclined to accept the view of the learned Subordinate Judge. We have looked into the evidence and we are unable to say that the evidence is so clear and satisfactory as to warrant the conclusion that the contract between the parties was that accounts should be taken at Cawnpore and Cawnpore only and that payments should be made there. In this view we think the order of the Court below remanding the case is correct. We accordingly dismiss the appeal with costs, including fees on the higher scale.

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