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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Judgment reserved on: 16.09.2026***

Judgment pronounced on: 28.09.2026

Judgment uploaded on: 28. 09.2026

\# **CNR No. DLHC010220872025**

\+ FAO (COMM) 96/2025 and CM APPL. 23361/2025

UMENDRA EXPORTS PRIVATE LIMITED .....Appellant

Through: Ms. Aditi Sharma, Adv.

versus

FOUR CUBES INVESTMENTS LTD & ORS. .....Respondents

Through: Mr. Preet Pal Singh, Mr. Virat Raj Mishra, Ms. Simran Kumari, Ms. Pooja, Advs. for R-3 & 4.

CORAM:
HON'BLE MR. JUSTICE ANIL KSHETARPAL
HON'BLE MS. JUSTICE SHAIL JAIN

JUDGMENT

ANIL KSHETARPAL, J.:

1. The present Appeal filed under Order XLIII Rule 1(a) of the Code of Civil Procedure, 1908 (for short, CPC), by the Appellant, who was the Plaintiff in the Suit, assails the Orders dated 09.10.2024 and 17.12.2024 passed by the learned District Judge (Commercial Court), South-East District, Saket Courts, New Delhi. By the first Order, the Application filed by Respondent Nos. 3 and 4 under Order VII Rule 10 CPC was allowed. By the second, the Plaint was returned for presentation before a Court at Mumbai.

2. For ease of reference, the parties shall hereafter be referred to by the description assigned to them in the Suit before the learned Commercial Court.

3. The dispute arises from a Suit in which the Plaintiff has joined claims emanating from the sale of goods with claims concerning their subsequent transportation. The learned Commercial Court held that the claims against Defendant Nos. 3 and 4 were governed by the Multimodal Transportation of Goods Act, 1993[1] and that Mumbai Courts had jurisdiction over them. Since the claims against the remaining Defendants were considered inseparable, the entire Plaint was directed to be returned.

4. The question in Appeal is whether the existence of claims arising from the multimodal transportation arrangement justified return of the entire Plaint, notwithstanding the Plaintiff's case that a distinct part of the cause of action arising from the underlying sale transaction had accrued in Delhi.

5. The Plaintiff is engaged in the business of supplying and exporting personal care and allied products. Defendant No. 1, a company based in Zambia, acting through Defendant No. 2, its Managing Director, placed an order for supply of cosmetic products. A Proforma Invoice dated 23.05.2018 was issued by the Plaintiff for a total value of US$114,463.30. The transaction was on FOB (Free on Board) terms, and the goods were proposed to be dispatched in four consignments.

[1] Hereinafter, the '1993 Act'

6. The Plaintiff pleads that the Proforma Invoice, after being signed and stamped on behalf of Defendant No. 1, was received by it through email at New Delhi. It is on this basis that the Plaintiff asserts that the sale transaction has a material territorial connection with Delhi. Whether the contract can finally be said to have been concluded in Delhi is not required to be determined at this stage.

7. Defendant No. 3, East West Freight Carriers Ltd., was engaged as the freight forwarder for transportation of the goods. Its principal office is at Mumbai, though it also has a branch office at Mahipalpur, New Delhi. Defendant No. 4 is its employee. The Written Statement of Defendant Nos. 3 and 4 records that they were not parties to, and were unaware of, the commercial terms governing the sale between the Plaintiff and Defendant Nos. 1 and 2.

8. For carriage of the consignments to Lusaka, Zambia, Defendant No. 3 issued two Multimodal Transport Documents/House Bills of Lading dated 31.08.2018 and 20.10.2018. According to Defendant Nos. 3 and 4, since the destination was Lusaka and transportation beyond the port at Beira, Mozambique, involved road carriage, their House Bills were issued so that their associate could arrange onward transportation from Beira to Lusaka.

9. The first consignment was covered by an invoice dated 22.08.2018 for US$31,511.09. The Plaintiff alleges that the consignment was delivered to Defendant No. 1 without surrender of the original House Bill of Lading and without payment of the entire sale consideration. Defendant Nos. 3 and 4 dispute any collusion but admit that delivery was taken without submission of the original

House Bill of Lading, describing the occurrence as an unintended lapse on the part of their agent.

10. Thereafter, an amount of US$21,000 was remitted towards the first consignment and was received in the Plaintiff's bank account at Nehru Place, New Delhi. According to the Plaintiff, the balance amount of US$10,511.09 remained unpaid and was also payable at New Delhi.

11. In the meanwhile, the second consignment was shipped on 20.10.2018 and reached Beira on 05.12.2018. The Plaintiff alleges that Defendant No. 3 withheld the consignment on account of outstanding freight charges and thereafter delayed its rerouting to Durban, where the goods were to be supplied to another purchaser. Defendant Nos. 3 and 4, on the other hand, attribute the delay and the accumulation of charges to circumstances including non-payment of freight and detention charges, completion of re-export formalities and the time taken by the shipping line and authorities at Beira.

12. On 27.05.2019, Defendant No. 3 raised a Tax Invoice upon the Plaintiff for ₹18,23,924/-, comprising, *inter alia*, freight, detention, demurrage, port and re-export related charges. The Plaintiff disputed its liability and asserted that the demand itself formed part of the wrongful conduct complained of in the suit. The invoice bears, at its foot, the stipulation "SUBJECT TO MUMBAI JURISDICTION".

13. The Plaintiff thereafter instituted the underlying Commercial Suit seeking recovery of ₹1,12,46,657/- against Defendant Nos. 1 to 4 jointly and severally. It also sought a declaration that the demand dated 27.05.2019 raised by Defendant No. 3 was illegal and void, a

permanent injunction restraining Defendant Nos. 3 and 4 from enforcing the said demand, and consequential relief concerning the second container. It may also be noticed that Defendant Nos. 1 and 2 were proceeded *ex parte* on 15.09.2022, while Defendant Nos. 5 and 6 were deleted from the array of parties on 16.04.2024.

PROCEEDINGS BEFORE THE COMMERCIAL COURT

14. Defendant Nos. 3 and 4 filed an application under Order VII Rule 10 CPC seeking return of the plaint for want of territorial jurisdiction. They contended that the claims against them arose from multimodal transportation of the consignments and were governed by the Multimodal Transportation of Goods Act, 1993 and the Multimodal Transport Documents issued by Defendant No. 3. Reliance was placed upon the execution of those documents at Mumbai, the principal place of business of Defendant No. 3 at Mumbai, taking charge of the goods at Nhava Sheva, Section 25 of the 1993 Act and Clause 23 appearing on the reverse of the Multimodal Transport Documents.

15. Defendant Nos. 3 and 4 also relied upon the stipulation "SUBJECT TO MUMBAI JURISDICTION" contained in the Tax Invoice dated 27.05.2019 and sought return of the Plaint for presentation before a competent Court at Mumbai.

16. The Plaintiff opposed the Application. It maintained that the Suit was founded upon the Proforma Invoice, non-payment of the sale consideration by Defendant Nos. 1 and 2 and the alleged concerted wrongdoing of the Defendants, and that the Multimodal Transport Documents did not constitute the contract in dispute. On territorial

jurisdiction, it relied upon receipt of the accepted Proforma Invoice at New Delhi, receipt of part-payment in its bank account at Nehru Place, the pleaded obligation to pay the balance amount there and the presence of a branch office of Defendant No. 3 in Delhi.

17. The learned Commercial Court held that the claims and reliefs against Defendant Nos. 3 and 4 fell within Section 13 of the 1993 Act[2] and that jurisdiction in respect of those claims was governed by Section 25. It further relied upon the execution of the Multimodal Transport Documents at Mumbai, the principal place of business of Defendant No. 3 at Mumbai, taking charge of the goods at Nhava Sheva and Clause 23 of the Multimodal Transport Documents.

18. Since the claims against Defendant Nos. 1 and 2 and those against Defendant Nos. 3 and 4 were considered incapable of separation, the learned Commercial Court directed return of the entire Plaint for presentation before a Court at Mumbai. The application

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RESPONSIBILITIES AND LIABILITIES OF THE MULTIMODAL TRANSPORT OPERATOR

[2] **13. Basis of liability of multimodal transport operator**.—(1) The multimodal transport operator shall be liable for loss resulting from— (a) any loss of, or damage to, the consignment; (b) delay in delivery of the consignment and any consequential loss or damage arising from such delay, where such loss, damage or delay in delivery took place while the consignment was in his charge:

Provided that the multimodal transport operator shall not be liable if he proves that no fault or neglect on his part or that of his servants or agents had caused or contributed to such loss, damage or delay in delivery:

[Provided further that the multimodal transport operator shall not be liable for loss or damage arising out of delay in delivery including any consequential loss or damage arising from such delay unless the consignor had made a declaration of interest in timely delivery which has been accepted by the multimodal transport operator.]

Explanation.—For the purposes of this sub-section, "delay in delivery" shall be deemed to occur when the consignment has not been delivered within the time expressly agreed upon or, in the absence of such agreement, within a reasonable time required by a diligent multimodal transport operator, having regard to the circumstances of the case, to effect the delivery of the consignment.

(2) If the consignment has not been delivered within ninety consecutive days following the date of delivery expressly agreed upon or the reasonable time referred to in the Explanation to sub-section (1), the claimant may treat the consignment as lost.

under Order VII Rule 10 CPC was accordingly allowed on 09.10.2024 and the Plaint was thereafter returned by order dated 17.12.2024. Both orders are impugned in the present Appeal.

SUBMISSIONS ON BEHALF OF THE PARTIES:

19. Learned counsel representing the Appellant-Plaintiff submits that the learned Commercial Court erred in treating the Suit as one governed entirely by the 1993 Act. According to the Plaintiff, the Suit is founded upon the Proforma Invoice dated 23.05.2018, non-payment of the sale consideration by Defendant Nos. 1 and 2 and the concerted acts of the Defendants. It is contended that the Multimodal Transport Documents are not themselves under challenge and do not constitute the contract on which the principal claim in the Suit is founded.

20. On territorial jurisdiction, the Plaintiff relies upon receipt of the accepted Proforma Invoice at New Delhi, receipt of part-payment in its bank account at Nehru Place and the pleaded obligation to pay the balance amount there. It disputes the conclusion that the jurisdictional regime governing the multimodal transport arrangement required return of the entire Suit to Mumbai.

21. Defendant Nos. 3 and 4, on the other hand, support the impugned orders. They maintain that the claims concerning carriage, delivery and the charges raised by Defendant No. 3 arise from the multimodal transport arrangement and are governed by the 1993 Act and the Multimodal Transport Documents. They rely upon the principal place of business of Defendant No. 3 at Mumbai, execution of the Multimodal Transport Documents at Mumbai, taking charge of the goods at Nhava Sheva, Clause 23 of those documents and the

jurisdiction stipulation contained in the Tax Invoice dated 27.05.2019. They further contend that the claims against the Defendants have been framed as part of one composite Suit and cannot be separated.

22. The principal question before this Court is whether the learned Commercial Court was justified in returning the entire Plaint for presentation before a Court at Mumbai.

23. The answer requires consideration of three connected issues: the nature of the causes of action joined in the Plaint, the territorial jurisdiction governing the sale and transportation-related claims, and the procedural consequence if the Court at Delhi has jurisdiction over one substantive cause of action but not another.

ANALYSIS & FINDINGS:

24. At the threshold stage at which an objection under Order VII Rule 10 CPC is considered on demurrer, the Court proceeds on the averments contained in the Plaint, read with the documents filed therewith, and assumes those averments to be correct for that limited purpose. The Plaint must nevertheless be read meaningfully and as a whole to ascertain the true nature of the Suit and the reliefs claimed. This threshold inquiry does not entail adjudication of disputed questions of fact on evidence. The principles governing this exercise were explained in ***Begum Sabiha Sultan v. Nawab Mohd. Mansur Ali Khan***[3].

25. Territorial jurisdiction in an ordinary civil suit is governed, *inter alia*, by Section 20 CPC. Under clause (c), a suit may be

[3] (2007) 4 SCC 343

instituted before a Court within whose territorial jurisdiction the cause of action arises wholly or in part. In contractual disputes, the place where the contract is made or performed, where payment is required to be made and where the breach occurs may constitute material parts of the cause of action. The principles governing this inquiry were explained by the Supreme Court in ***A.B.C. Laminart Pvt. Ltd. v. A.P. Agencies***[4].

26. The present Suit, however, also contains claims arising from multimodal transportation of the consignments. The Multimodal Transportation of Goods Act, 1993 therefore becomes relevant to those claims. Section 13 of the Act deals with the liability of a multimodal transport operator for specified loss, damage and delay, while Section 25 of the Act identifies the Courts before which an action under the multimodal transport contract may be instituted. Section 29[5] gives the Act overriding effect to the extent of any inconsistency.

27. It is unnecessary in the present Appeal to decide whether Section 25 excludes every forum that may otherwise be available under Section 20 CPC. The immediate question is whether the particular cause of action sought to be adjudicated arises from the multimodal transport contract. A provision governing jurisdiction over one legal relationship cannot determine the forum for a distinct cause of action arising from another.

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[4] (1989) 2 SCC 163

[5] **29. Act to override other enactments**.—The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in any instrument having effect by virtue of any law other than this Act.

28. The learned Commercial Court proceeded on the basis that Defendant No. 3 was the freight forwarder, Defendant No. 4 was its employee, and multimodal transport services had been rendered to the Plaintiff. From this, it concluded that the disputes, claims and prayers against them fell within Section 13 of the 1993 Act. The Plaint requires a more differentiated examination.

29. The first legal relationship pleaded in the Plaint arises from the contract for sale of goods between the Plaintiff and Defendant No. 1. The obligation relied upon is the buyer's obligation to pay the agreed price. The claim for the unpaid balance of the first consignment is founded upon that obligation.

30. A separate legal relationship arose when Defendant No. 3 undertook transportation of the consignments and issued the Multimodal Transport Documents. The allegations concerning delivery of the first consignment without surrender of the original House Bill of Lading, retention and rerouting of the second consignment, delay in transportation, and the freight, detention and demurrage charges raised by Defendant No. 3 arise from that arrangement.

31. The obligations flowing from these two relationships are distinct. The liability of Defendant No. 1 to pay the agreed sale price can be examined independently of any breach by the multimodal transport operator. Likewise, a claim concerning unauthorised delivery, detention or delay in transportation can be examined irrespective of whether the buyer ultimately paid the seller.

32. The reliefs claimed in the Suit reinforce this distinction. Apart from the joint and several monetary claim against Defendant Nos. 1 to 4, the Plaintiff seeks a declaration against the demand raised by Defendant No. 3 on 27.05.2019, an injunction restraining its enforcement and consequential relief concerning the second container. These reliefs arise from obligations different from the buyer's obligation to pay the sale consideration.

33. The Plaint also alleges that the Defendants acted in concert and that the events relating to the two consignments formed part of a common course of conduct. Those allegations remain relevant. They do not, however, alter the distinct legal basis of the obligations asserted against the respective Defendants. A common factual narrative may connect different causes of action without making them indivisible.

34. The Plaint is therefore composite in character. It joins claims arising from the underlying sale transaction with claims arising from the subsequent multimodal transportation arrangement, while alleging collusion on the part of the Defendants. This conclusion concerns only the nature of the pleading and expresses no view on the truth of the allegations or the ultimate liability of any Defendant.

TERRITORIAL JURISDICTION OVER THE SALE TRANSACTION

35. Once the two legal relationships are kept distinct, territorial jurisdiction over the claim arising from the sale transaction requires separate consideration. In paragraph 89 of the Plaint, the Plaintiff pleads that the accepted Proforma Invoice was received by email at

New Delhi, that part-payment of US$21,000 was received in its bank account at Nehru Place, and that the outstanding amount of US$10,511.09 was payable there.

36. These averments disclose a material territorial connection with Delhi. As explained in ***A.B.C. Laminart*** *(supra)*, the place where a contract is made or performed, including the place where money under the contract is expressly or impliedly payable, may constitute part of the cause of action. At this stage, it is unnecessary to determine conclusively whether the sale contract was formed at New Delhi. The pleaded obligation to make payment at New Delhi, supported by the receipt of part-payment there, is sufficient for the purposes of the present Application under Order VII Rule 10 CPC.

37. The learned Commercial Court did not separately examine this cause of action. Having concluded that the claims against Defendant Nos. 3 and 4 were governed by the 1993 Act, it proceeded to return the entire Plaint. The pleaded territorial connection with Delhi arising from the sale transaction required independent consideration before such an order could be passed.

CLAIMS ARISING FROM THE TRANSPORTATION ARRANGEMENT

38. The Plaintiff's contention that the Multimodal Transport Documents have no bearing on the Suit cannot, however, be accepted. The plaint contains allegations concerning delivery of the first consignment without surrender of the original House Bill of Lading, retention and rerouting of the second consignment, delay in transportation, and charges raised by Defendant No. 3 for freight and

allied services. These claims arise directly from the transportation arrangement.

39. The learned Commercial Court was therefore correct in examining the 1993 Act. Its error lay in treating the entire body of claims against Defendant Nos. 3 and 4 as falling within Section 13. That provision concerns liability of the multimodal transport operator for loss resulting from loss of or damage to the consignment and from delay in delivery, subject to the statutory conditions contained therein. The connection of a dispute with the same consignment does not bring every claim concerning freight, detention, demurrage, lien or other charges within Section 13.

40. The claim for unpaid sale consideration stands on a different aspect. It arises from the buyer's obligation under the sale transaction and does not change its character because the Plaintiff also alleges collusion on the part of Defendant Nos. 3 and 4.

41. This Court is therefore unable to sustain the finding of the learned Commercial Court insofar as it treats all claims and prayers against Defendant Nos. 3 and 4 as falling within Section 13 of the 1993 Act. The transportation-related claims may engage the multimodal transport contract and the statutory regime, but the legal basis of each claim must be identified before the applicable jurisdictional provision can be determined.

42. The existence of a branch office of Defendant No. 3 at Mahipalpur does not, without the requisite connection with the cause of action, conclude the issue of territorial jurisdiction. Under the Explanation to Section 20 CPC, where a corporation has its principal

office at one place and a subordinate office at another, the latter assumes jurisdictional significance in respect of a cause of action arising at that place. The position was explained by the Supreme Court in ***Patel Roadways Ltd. v. Prasad Trading Co***.[6] and reiterated in ***New Moga Transport Co. v. United India Insurance Co. Ltd***.[7].

SECTION 25, CLAUSE 23 AND THE STIPULATION IN THE TAX INVOICE

43. Section 25 of the 1993 Act[8] does not designate Mumbai as the exclusive forum. It recognises more than one jurisdictional connecting factor, including the principal place of business of the defendant, the place where the multimodal transport contract was made, provided the defendant has a place of business, branch or agency at such place, the place where the goods were taken in charge or delivered, and any other place specified in the contract and evidenced by the Multimodal Transport Document.

44. Defendant No. 3 admittedly has its principal place of business at Mumbai. Mumbai is therefore a competent forum under Section 25(a) for an action arising from the multimodal transport contract. It is unnecessary for the present Appeal to determine whether the other

[6] (1991) 4 SCC 270
[7] (2004) 4 SCC 677
[8] **25. Jurisdiction for instituting action.—**Any party to the multimodal transport contract may institute an action in a court which is competent and within the jurisdiction of which is situated one of the following places, namely:—
(a) the principal place of business, or, in the absence thereof, the habitual residence, of the defendant; or
(b) the place where the multimodal transport contract was made, provided that the defendant has a place of business, branch or agency at such place; or
(c) the place of taking charge of the goods for multimodal transportation or the place of delivery thereof; or
(d) any other place specified in the multimodal transport contract and evidenced in the multimodal transport document.

connecting factors relied upon by Defendant Nos. 3 and 4 are also attracted.

45. The learned Commercial Court also relied upon Clause 23 appearing on the reverse of the Multimodal Transport Documents as specifying Mumbai Courts. The copies of those documents available on record in the paper books, however, are barely legible and do not permit the text of that particular clause to be read with sufficient certainty as to what that clause makes out. The finding that Clause 23 confers exclusive jurisdiction upon Mumbai Courts cannot therefore be sustained on the present record. This does not affect the conclusion that Mumbai is a competent forum under Section 25(a).

46. Defendant Nos. 3 and 4 further rely upon the words “SUBJECT TO MUMBAI JURISDICTION” printed on the Tax Invoice dated 27.05.2019. The invoice was raised after the dispute concerning the consignments had arisen, and the Plaintiff itself challenges the demand contained therein. In ***R.S.D.V. Finance Co. Pvt. Ltd. v. Shree Vallabh Glass Works Ltd.***[9], the Supreme Court declined to give exclusionary effect to a jurisdiction endorsement where the circumstances did not establish that the otherwise competent forum had been excluded. No material has been shown at this stage to establish that the stipulation printed on the Tax Invoice was accepted by the Plaintiff as an exclusive forum-selection agreement. It can therefore neither determine the forum for the entire Suit nor govern the separate sale transaction between the Plaintiff and Defendant Nos. 1 and 2.

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[9] (1993) 2 SCC 130

THE COMPOSITE NATURE OF THE SUIT

47. The next question is whether the territorial connection of the sale-side cause of action with Delhi, coupled with joinder of the transportation-related claims, is sufficient to sustain the entire composite Suit before the learned Commercial Court.

48. The answer is in the negative. Order I Rule 3 and Order II Rule 3 of the CPC permit joinder of parties and causes of action in the circumstances contemplated therein, but do not enlarge the territorial jurisdiction of the Court. An independently founded cause of action must possess its own jurisdictional foundation.

49. In ***Dhodha House v. S.K. Maingi***[10], and ***Dabur India Ltd. v. K.R. Industries***[11], the Supreme Court considered composite suits involving causes of action governed by different jurisdictional foundations. The decisions recognise that jurisdiction over one substantive cause of action does not extend to an independent cause for which the requisite territorial connection is absent.

50. The five-judge Special Bench of this Court in ***Carlsberg Breweries A/S v. Som Distilleries and Breweries Ltd.***[12], also recognised the distinction between joinder of causes of action and territorial jurisdiction. Though disparate causes of action may permissibly be joined, such joinder cannot confer jurisdiction upon a Court in respect of a cause of action which it could not otherwise entertain.

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[10] (2006) 9 SCC 41
[11] (2008) 10 SCC 595
[12] 2018:DHC:7876-DB

51. The decision of the Division Bench of this Court in ***Nilesh Girkar v. Zee Entertainment Enterprises Ltd.***[13], does not alter this conclusion. There, the alleged infringement arose from communication of the same copyrighted work through an OTT platform accessible within the territorial jurisdiction of the learned Commercial Court at Saket, and the grievances against the several participants were found to be interconnected. In the present case, the claim for payment of the sale consideration and the claims arising from carriage, delivery, retention and related charges stem from separate legal relationships. The allegation of concerted conduct does not erase the independent legal basis of those obligations.

52. Accordingly, the territorial connection pleaded in relation to the sale transaction cannot, through joinder, furnish territorial jurisdiction over an independent transportation-related cause of action which otherwise lacks the requisite connection with Delhi.

WHETHER THE ENTIRE PLAINT NEEDS TO BE NECESSARILY RETURNED

53. The conclusion that the Court at Delhi may lack territorial jurisdiction over some of the transportation-related causes of action does not, however, determine what must happen to the Plaint as a whole.

54. Order VII Rule 10 CPC does not contemplate return of selected causes of action contained in a Plaint. At the same time, the presence of a cause which the chosen Court cannot entertain does not invariably

[13] 2025:DHC:8281-DB

require return of the entire Plaint if the Suit can lawfully be brought into a maintainable form.

55. In ***Paragon Rubber Industries v. Pragathi Rubber Mills***[14], the Plaintiff had instituted a composite suit comprising claims under the Copyright Act and the Trade and Merchandise Marks Act. The Court at Kottayam had jurisdiction over the copyright claim but not over the other independent cause of action. The High Court permitted amendment of the Plaint so that the suit could continue in respect of the claim over which that Court possessed jurisdiction.

56. The Supreme Court declined to interfere with that course. It recognised that permitting amendment, so as to retain a cause of action maintainable before the chosen Court, was a permissible exercise of discretion and avoided unnecessary multiplicity of proceedings.

57. ***Paragon Rubber*** *(supra)* does not dilute the requirement that each independent cause of action must possess its own territorial foundation. Nor does it lay down an invariable requirement that an opportunity to amend must precede every Order returning a Plaint. It recognises amendment as a course available to the Court in an appropriate case where a cause of action can validly remain before the chosen forum.

58. The learned Commercial Court did not consider that course. After holding that the claims against Defendant Nos. 3 and 4 were governed by the 1993 Act, it treated the claims against the Defendants

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[14] (2014) 14 SCC 762

as inseparable and directed return of the whole Plaint. In these circumstances, where the Plaint discloses a distinct sale-side cause of action having a pleaded territorial connection with Delhi, it would have been appropriate to consider whether the Plaintiff could, by amendment or election, retain before the learned Commercial Court at Delhi the claims which it wished to pursue there.

59. The transportation-related causes of action must be examined on their own jurisdictional foundation, the jurisdiction available in respect of the sale-side cause of action does not extend to them through joinder.

60. Nor is this Court determining, in Appeal, which causes of action or reliefs the Plaintiff must retain or abandon. That choice must first be made by the Plaintiff, and any proposed amendment would fall for consideration by the learned Commercial Court after hearing Defendant Nos. 3 and 4.

61. It is also unnecessary to decide whether Mumbai is competent to entertain the entire composite Suit in its present form. The principal place of business of Defendant No. 3 establishes jurisdiction at Mumbai for an appropriate action arising from the multimodal transport contract. Whether the independent claims against Defendant Nos. 1 and 2 can also be entertained there was not separately examined by the learned Commercial Court and need not be decided in the present Appeal.

62. This Court holds that the proper course is therefore to set aside the return of the Plaint and restore the Suit. The Plaintiff may, if so advised, seek amendment or make an appropriate election so as to

retain before the learned Commercial Court the causes of action which it contends are maintainable there. Whether or not such a course is adopted, the objection to territorial jurisdiction shall thereafter be determined in accordance with the findings recorded herein.

CONCLUSION & DIRECTIONS:

63. The Plaint combines claims arising from the sale transaction with claims arising from the subsequent multimodal transportation arrangement. On the averments contained in the Plaint, the sale-side cause of action discloses a material territorial connection with Delhi. The transportation-related claims, however, must independently satisfy the requirements governing territorial jurisdiction.

64. The learned Commercial Court was correct in examining the Multimodal Transportation of Goods Act, 1993 in relation to the transportation-related claims, but erred in treating the entire body of claims against Defendant Nos. 3 and 4 as falling within Section 13 and, on that basis, directing return of the entire Plaint. In the circumstances of the present case, it ought also to have considered whether the Plaintiff should be afforded an opportunity to seek amendment or make an election before the Suit was displaced in its entirety.

65. Accordingly, the present Appeal is allowed in the following terms:

65.1. The Orders dated 09.10.2024 and 17.12.2024 passed in CS (Comm.) No. 203/2019 titled "***Umendra Exports Private Limited v. Four Cubes Investments Ltd. and Ors.***" are set aside.

65.2. CS (Comm.) No. 203/2019 and the Application filed by Defendant Nos. 3 and 4 under Order VII Rule 10 CPC shall stand restored to the file of the learned Commercial Court.

65.3. The Plaintiff shall be at liberty, within four weeks from the date fixed for appearance before the learned Commercial Court, to move an appropriate application seeking amendment of the Plaint or to make such election as it may be advised.

65.4. If such an application is filed, Defendant Nos. 3 and 4 shall be afforded an opportunity to respond. The learned Commercial Court shall decide the application and thereafter determine the objection to territorial jurisdiction in respect of the Plaint as it then stands, in accordance with law and in light of the findings recorded herein.

65.5. If the Plaintiff does not seek amendment or make an election, the learned Commercial Court shall determine the objection to territorial jurisdiction in respect of the Plaint as it stands, in accordance with the findings recorded herein. If the Plaint, whether amended or otherwise, includes an independent cause of action over which that Court lacks territorial jurisdiction, it shall pass an appropriate order concerning the Plaint in accordance with law.

65.6. The Plaintiff and Defendant Nos. 3 and 4 are directed to appear before the learned Commercial Court on 06.10.2026.

65.7. The Registry shall transmit the Trial Court Record, if received in the present Appeal, forthwith. If the Plaint or any original documents were physically returned to the Plaintiff pursuant to the

Order dated 17.12.2024, the same shall be placed back on the record of the learned Commercial Court on the date fixed for appearance.

66. It is clarified that this Court has expressed no opinion on the merits of the claims, including the allegations of fraud, collusion, breach or liability, or upon the validity of the monetary demands raised by either side. Nor has this Court decided whether any cause of action which may no longer form part of the Suit at Delhi can be pursued before another forum, or the effect of limitation, relinquishment or any other procedural objection upon such proceedings. Those questions are left open to be considered, if and when they arise, in accordance with law.

67. The present Appeal, along with the pending application, is disposed of in the aforesaid terms.

ANIL KSHETARPAL, J.

SHAIL JAIN, J.

SEPTEMBER 28, 2026
sp/ad