



2026:DHC:3511



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

Date of decision: 23rd APRIL, 2026

IN THE MATTER OF:

I.A. 26323/2025

IN

+ CS(COMM) 1/2022

INDIA AHEAD NEWS PVT LTD REPRESENTED BY MR.
ARVIND SINGH COMMERCIAL HEADPlaintiff

Through: Mr. Ananga Bhattacharyya and Mr.
Krishanu Barua, Advocates

versus

DEON NETWORKS PVT LTD & ANR.Defendants

Through: Mr. Vikram Singh Nayal (Adv.), Mr.
Ashwini Dwivedi (Adv.), Mr. Rajeev
Kumar Yadav (Adv.), Mr. Abhishek
Saxena (Adv.), Mr. Santosh Kumar
(Adv.), Mr. Nitish Gaur (Adv.)

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

I.A. 26323/2025

1. The present application under Order VII Rule 11 of the Code of Civil Procedure, 1908 [“CPC”], has been filed on behalf of the Defendants No.1 & 2 for rejection of the Plaint.
2. The present Suit is one for rendition of accounts and damages.
3. Facts, in brief, as mentioned in the Plaint, are as under:
 - a. The Plaintiff herein and the Defendant No.1 executed an Agreement for Channel Telecasting and Distribution on 25.04.2018 (*hereinafter referred to as ‘the Agreement’*). The



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Defendant No.1 was appointed as the Plaintiff's Channel Agent responsible for launching and placing the Plaintiff's news channel on 13 different TV networks.

- b. It is stated that the Agreement expired on 24.04.2019. Disputes between the parties have arisen in lieu of the invoices raised by the Defendants for period between April 2018 to March, 2019.
- c. The Defendants claims to have raised legitimate invoices totaling to Rs.21,36,00,000/- for the said period with an outstanding balance of Rs.3,36,20,000/-.
- d. Both parties agree that the Plaintiff has paid Rs.17,67,80,000/- during the course of the Agreement. The Defendant claims that the Plaintiff issued cheques totaling to Rs.2,08,62,000/- to settle part of the outstanding liability. Though the Plaintiff alleges that these cheques were stolen and materially altered by the Defendant.
- e. The Plaintiff on the other hand asserts that it paid Rs.17,67,80,000/- to the Defendants but only Rs.11,62,40,388/- was used for legitimate services rendered by channel distributors.
- f. Following this sequence of events, the Plaintiff has filed the present Suit with the following prayers:

“a. For a judgment and decree against the Defendants to render a full account of receipts and expenditure for the period starting from 25.04.2018 till 31.12.2019.

b. For a decree against the Defendant No. 1 and Defendant No.2, jointly and severally, for such sum as



may be found due upon taking of accounts, on payment of court-fees by the Plaintiff.

c. For a decree of damages, against the Defendant No. 1 and Defendant No.2, jointly and severally, after inquiring into actual damages suffered by the Plaintiff due to breach of contract and deficient service provided by the Defendants, on payment of court-fees by the Plaintiff.

d. For cost of suit; and

e. Pass such other order/orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.”

4. By way of the present Application under Order VII Rule 11 of the CPC, the learned Counsel for the Defendants argue that the Plaintiff's Suit is not maintainable under law as it does not disclose a cause of action, is improperly valued and is barred by law. However, during the course of proceedings, another objection has been raised by the learned Counsel for the Defendants that this Court does not have territorial jurisdiction to entertain the present Suit.

5. Learned Counsel for the Defendants state that the issue of territorial jurisdiction goes to the root of the matter and a judgment rendered by a Court having no jurisdiction is a nullity. He states that clause 15 of the Agreement specifically states that only the Courts at Hyderabad shall have the jurisdiction to entertain all disputes and differences arising between the parties.

6. Learned Counsel for the Defendants states that the Parties, by Agreement, have ousted the jurisdiction of all other Courts other than the



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Courts at Hyderabad and, therefore, it was not open for the Plaintiff to file the present Suit at Delhi.

7. Learned Counsel for the Defendants has placed reliance on the Judgment of the Apex Court in Rakesh Kumar Verma v. HDFC Bank Ltd., **2025 SCC OnLine SC 752**, and also on Kiran Singh v. Chaman Paswan, **(1954) 1 SCC 710** to contend that a decree passed by a Court without jurisdiction is a nullity, and that its invalidity could be set up whenever and wherever it is sought to be enforced or relied upon, even at the stage of execution and even in collateral proceedings.

8. *Per contra*, learned Counsel appearing for the Plaintiff submits that as far as the issue of territorial jurisdiction is concerned, it has to be raised at the first instance and cannot be entertained at the belated stage, i.e. after the evidence of the witnesses of the Plaintiff has been recorded. Learned Counsel for the Petitioner has placed reliance on the Judgment dated 11.09.2024, passed by the Apex Court in **Civil Appeal No.4570/2023**, titled as M/s Bhagya Estate Ventures Pvt. Ltd. vs. Narne Estates Pvt. Ltd. & Anr. He, therefore, states that the said objection cannot be permitted to be taken at this juncture more so when a specific issue regarding territorial jurisdiction has already been framed by this Court way back in 22.04.2024.

9. Heard the learned Counsels for the parties and perused the material on record.

10. While the present Application has been filed under Order VII Rule 11 of the CPC, this Court is considering this application under Order VII Rule 10 of the CPC for the return of Plaint to be pursued before the Court of competent jurisdiction. Hence, at this juncture, this Court need not go into the legal contours of Order VII Rule 11 CPC.



11. It is undisputed that the Agreement between the parties was made in Hyderabad. In addition to this, Clause 15 of the Agreement confers exclusive jurisdiction to the Courts at Hyderabad. The said Clause reads as under:

“15. GOVERNING LAWS AND JURISDICTION. This agreement shall be governed by the laws of India. The jurisdiction for any disputes relating to this Agreement shall always be the courts at Hyderabad. All disputes and differences arising out of this Agreement shall be referred to a court of competent jurisdiction in Hyderabad.”

12. It is no more *res integra* that once parties agree by consensus to bestow jurisdiction upon a specific Court to resolve disputes that may arise between them, the same cannot be ousted by filing a Suit in an alternative jurisdiction.

13. The Apex Court in Kiran Singh v. Chaman Paswan, (1954) 1 SCC 710 has observed as under:

“6. The answer to these contentions must depend on what the position in law is when a court entertains a suit or an appeal over which it has no jurisdiction, and what the effect of Section 11 of the Suits Valuation Act is on that position. It is a fundamental principle well established that a decree passed by a court without jurisdiction is a nullity, and that its invalidity could be set up whenever and wherever it is sought to be enforced or relied upon, even at the stage of execution and even in collateral proceedings. A defect of jurisdiction, whether it is pecuniary or territorial, or whether it is in respect of the subject-matter of the action, strikes at the very authority of the court to pass any decree, and such a defect cannot be cured even by consent of parties. If the question now under consideration fell to be determined only on the application



of general principles governing the matter, there can be no doubt that the District Court of Monghyr was coram non judice, and that its judgment and decree would be nullities. The question is what is the effect of Section 11 of the Suits Valuation Act on this position.” (emphasis supplied)

14. The argument of the learned Counsel for the Plaintiff is that the Suit is at a very belated stage i.e., issues have been framed and evidence have been started to be laid, the present application under Order VII Rule 11 of CPC cannot be entertained at this juncture. Learned Counsel for the Plaintiff also places reliance upon a Judgment passed by the Apex Court in Harshad Chiman Lal Modi vs. DLF Universal Ltd and Another, (2005) 7 SCC 791 and more particularly Paragraph Nos.30 & 31 which read as under:

“30. We are unable to uphold the contention. The jurisdiction of a court may be classified into several categories. The important categories are (i) territorial or local jurisdiction; (ii) pecuniary jurisdiction; and (iii) jurisdiction over the subject-matter. So far as territorial and pecuniary jurisdictions are concerned, objection to such jurisdiction has to be taken at the earliest possible opportunity and in any case at or before settlement of issues. The law is well settled on the point that if such objection is not taken at the earliest, it cannot be allowed to be taken at a subsequent stage. Jurisdiction as to subject-matter, however, is totally distinct and stands on a different footing. Where a court has no jurisdiction over the subject-matter of the suit by reason of any limitation imposed by statute, charter or commission, it cannot take up the cause or matter. An order passed by a court having no jurisdiction is a nullity.

31. In Halsbury's Laws of England, (4th Edn.), Reissue, Vol. 10, para 317, it is stated:



317. Consent and waiver.—Where, by reason of any limitation imposed by a statute, charter or commission, a court is without jurisdiction to entertain any particular claim or matter, neither the acquiescence nor the express consent of the parties can confer jurisdiction upon the court, nor can consent give a court jurisdiction if a condition which goes to the root of the jurisdiction has not been performed or fulfilled. Where the court has jurisdiction over the particular subject-matter of the claim or the particular parties and the only objection is whether, in the circumstances of the case, the court ought to exercise jurisdiction, the parties may agree to give jurisdiction in their particular case; or a defendant by entering an appearance without protest, or by taking steps in the proceedings, may waive his right to object to the court taking cognizance of the proceedings. No appearance or answer, however, can give jurisdiction to a limited court, nor can a private individual impose on a judge the jurisdiction or duty to adjudicate on a matter. A statute limiting the jurisdiction of a court may contain provisions enabling the parties to extend the jurisdiction by consent.” (emphasis supplied)

15. However, in the present case, objection on the territorial jurisdiction has been taken at the first opportunity. The objection finds its place in the written statement. An issue has also been framed. This Court can therefore go into the issue of territorial jurisdiction even at a later stage. The Parties have, by Agreement, decided that the Courts at Hyderabad alone will have the jurisdiction, meaning thereby, the jurisdiction of Courts elsewhere has been specifically ousted. Therefore, the argument that the present application has been filed at a very belated stage does not hold water.

16. The Apex Court in EXL Careers v. Frankfinn Aviation Services (P)



Ltd., (2020) 12 SCC 667 has observed as under:

“12. It is no more res integra that in a dispute between parties where two or more courts may have jurisdiction, it is always open for them by agreement to confer exclusive jurisdiction by consent on one of the two courts. Clause 16-B of the agreement extracted above leaves us in no doubt that the parties clearly indicated that it was only the court at Delhi which shall have exclusive jurisdiction with regard to any dispute concerning the franchise agreement and no other court would have jurisdiction over the same. In that view of the matter, the presentation of the plaint at Gurgaon was certainly not before a court having jurisdiction in the matter. This Court considering a similar clause restricting jurisdiction by consent in Swastik Gases (P) Ltd. v. Indian Oil Corpn. Ltd. [Swastik Gases (P) Ltd. v. Indian Oil Corpn. Ltd., (2013) 9 SCC 32 : (2013) 4 SCC (Civ) 157] , observed as follows: (SCC pp. 47-48, para 32)

“32. ... It is a fact that whilst providing for jurisdiction clause in the agreement the words like “alone”, “only”, “exclusive” or “exclusive jurisdiction” have not been used but this, in our view, is not decisive and does not make any material difference. The intention of the parties—by having Clause 18 in the agreement—is clear and unambiguous that the courts at Kolkata shall have jurisdiction which means that the courts at Kolkata alone shall have jurisdiction. It is so because for construction of jurisdiction clause, like Clause 18 in the agreement, the maxim expressio unius est exclusio alterius comes into play as there is nothing to indicate to the contrary. This legal maxim means that expression of one is the exclusion of another. By making a provision that the agreement is subject to the jurisdiction of the courts at Kolkata, the parties have impliedly excluded the



jurisdiction of other courts. Where the contract specifies the jurisdiction of the courts at a particular place and such courts have jurisdiction to deal with the matter, we think that an inference may be drawn that parties intended to exclude all other courts. A clause like this is not hit by Section 23 of the Contract Act at all. Such clause is neither forbidden by law nor it is against the public policy. It does not offend Section 28 of the Contract Act in any manner.”

13. This was reiterated in State of W.B. v. Associated Contractors [State of W.B. v. Associated Contractors, (2015) 1 SCC 32 : (2015) 1 SCC (Civ) 1] , holding that presentation of the plaint in a court contrary to the exclusion clause could not be said to be proper presentation before the court having jurisdiction in the matter.

14. That brings us to the order of the reference to be answered by us. In Joginder Tuli [Joginder Tuli v. S.L. Bhatia, (1997) 1 SCC 502] the original court lost jurisdiction by reason of the amendment of the plaint. The trial court directed it to be returned for presentation before the District Court. This Court observed as follows: (SCC pp. 503-04, para 5)

“5. ... Normally, when the plaint is directed to be returned for presentation to the proper court perhaps it has to start from the beginning but in this case, since the evidence was already adduced by the parties, the matter was tried accordingly. The High Court had directed to proceed from that stage at which the suit stood transferred. We find no illegality in the order passed by the High Court warranting interference.”

To our mind, the observations are very clear that the suit has to proceed afresh before the proper court. The



directions came to be made more in the peculiar facts of the case in exercise of the discretionary jurisdiction under Article 136 of the Constitution. We may also notice that it does not take into consideration any earlier judgments including Amar Chand Inani v. Union of India [Amar Chand Inani v. Union of India, (1973) 1 SCC 115] by a Bench of three Hon'ble Judges. There is no discussion of the law either and therefore it has no precedential value as laying down any law.”

17. Applying the aforesaid judgment to facts of the present case, it is clear that the contention of the learned Counsel for the Defendant that Courts at Hyderabad alone will have the jurisdiction has to be sustained and even though the Suit is at the evidence stage, this issue can be dealt with by this Court and instead of dismissing the Suit on the ground of territorial jurisdiction, this Court finds it expedient to return the Plaint under VII Rule 10 of CPC on merits. The same principle has also been followed by the Apex Court in Rakesh Kumar Verma (supra).

18. In the opinion of this Court, the Plaint has to be returned to the Plaintiff to be instituted before the Court of competent jurisdiction. This Court has not expressed any opinion as to from which stage the Suit must proceed as it is left to the Court of competent jurisdiction to take a decision on this aspect.

19. This Court has also not made any observations on the issue as to whether the Plaintiff would be entitled to the benefit of Section 14 of the Limitation Act, 1963 as the same depends on the evidence to be laid before the Court of competent jurisdiction where the Suit would be filed as the same involve mixed questions of law and fact.



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20. Accordingly, the Plaint is returned to be instituted before the Court of competent jurisdiction.
21. Pending applications, if any, stand disposed of.
22. With these observations, the Application is disposed of.

SUBRAMONIUM PRASAD, J

APRIL 23, 2026
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