

(2024-1)213 PLR 612 (SC)

SUPREME COURT OF INDIA

Present : Justice B.R. Gavai & Justice Sandeep Mehta.

BHARAT JETHMAL GANDHI – Petitioner(s)

Versus

STANDARD CHARTERED BANK – Respondent(s)

Transfer Petition (Crl.) Nos. 960-966 of 2023

Negotiable Instruments Act, 1881 (26 of 1881), Section 138 - Criminal Procedure Code, 1973 (2 of 1974), Section 406 - Loan - Facility availed at P - Cheques were also issued on Bank at P - Jurisdictional clause in Agreement provide that the Court where the bank has provided loan facility will have a jurisdiction to entertain dispute between the parties i.e P - Cheques presented at C from where the notice was issued - Though the entire cause of action has arisen at P and only in order to harass the petitioner the complaints have been filed at C by manipulating the jurisdiction - Cases transferred from C to P.

Mr. Avinash Kr. Lakhanpal, AOR, for Petitioner.

ORDER

(18.04.2024) – Heard learned counsel for the parties.

2. The present petitions have been filed by the petitioner for transfer of the proceedings from the Chief Metropolitan Magistrate, Court of Calcutta, West Bengal to the competent Court of jurisdiction at Pune.
3. The seven complaints sought to be transferred at the instance of the petitioner have been filed by the respondent-Standard Chartered Bank against the petitioner for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881. In the Court of the learned Chief Metropolitan Magistrate, Court of Calcutta, West Bengal had issued summons in the said matter(s).
4. The petitioner has filed the present petitions contending that the entire cause of action has arisen in the jurisdiction of the Court at Pune.
5. The petitioner has placed on record the copy of the agreement between the petitioner and the respondent.
6. From the schedule of the said agreement, it is clear that the place of execution of the agreement is in Pune. The agreement was executed between the respondent's Branch at B-2, CFERBRUM IT Park, Kumar City, Kalyani IV, Pune -14 and the petitioner, who is also a

resident of Pune. The cheques which were dishonoured are also issued on Bank of India at Pune.

7. It can further be seen that in the agreement itself, the jurisdictional clause provide that the Court where the bank has provided loan facility will have a jurisdiction to entertain dispute between the parties.

8. In spite of being duly served, none appears for the respondent. As such, the averment(s) made in the petitions have gone unchallenged.

9. It appears that only in order to harass the petitioner, the cheque was presented in the respondent's Branch at Calcutta. On dishonour of the cheque, the notice under Section 138 of the Negotiable Instruments Act, 1881 has been served through a lawyer's firm based at Calcutta.

10. It is thus clear that even though the entire cause of action has arisen at Pune and only in order to harass the petitioner the complaints have been filed at Calcutta by manipulating the jurisdiction.

11. In that view of the matter, the cases mentioned in prayer Clause (a) are directed to be transferred from the Court of the Chief Metropolitan Magistrate at Calcutta, West Bengal to the Chief Judicial Magistrate, Pune which shall assign the same to the competent Court at Pune.

12. The transfer petitions are allowed in the above terms.

13. Pending applications, if any, stand disposed of.

SS.
Allowed.

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Transfer