



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION (LODG.) NO. 31487 OF 2025

IN

SUIT (LODG.) NO. 31483 OF 2025

Sameer Gulamnabi Kazi

...Applicant/Plaintiff

V/s.

Ruhinaz Shakil Shaikh

...Defendant

Mr. Ashish Kamat, *Senior Advocate with Mr. Prathamesh Kamat, Mr. Kayush Zaiwalla, Mr. Rahul P. Jain, Mr. Ishwar Ahuja, Ms. Rukshin Ghiara and Mr. Yash Dethe i/b. M/s. Alhpa Chambers, for the Plaintiff.*

Mr. Gauraj Shah *for Defendant No.1.*

Mr. Hasnain Kazi *with Ms. Shraddha Vavhal, for Defendant No.2.*

Mr. Rishabh Jaisani *with Mr. Harit Lakhani and Ms. Richa Bharti i/b. Shardul Amarchand Mangaldas, for Defendant No.3.*

Ms. Amishi Sodani *i/b. Ms. Charu Shukla, for Defendant No.5.*

Mr. Azhar Tamboli, Defendant No.2 present.

CORAM: SANDEEP V. MARNE, J.

DATED: 16 OCTOBER 2025.

Judgment:

1) An issue of seminal importance, which the Court is tasked upon to adjudicate, is whether Section 19 of the Code of Civil Procedure, 1908 would govern defamation suits filed in original civil jurisdiction of

this Court and whether leave under Clause 12 of the Letters Patent would be mandatory for institution of such suits where defamatory material originates outside the local limits of jurisdiction of this Court, but Plaintiff's reputation is hurt within its territorial jurisdiction.

2) Plaintiff has filed the present Suit alleging defamation by Defendant Nos.1 and 2. Plaintiff describes himself as the Chairman of Maharashtra State Board of Waqf. He claims to have held several prestigious positions on various organizations and has earned a repute for himself. It is averred in the Plaint that Defendant No.1 is associated with a political party and has large number of followers on social media platforms. That Defendant No. 2 is a member of a banned organization and has large number of followers on the social media. That on 21 September 2025 Defendant No. 1 uploaded a video on her Facebook and Instagram accounts containing defamatory contents against Plaintiff. That Defendant No. 2 has also published videos/posts on his Facebook, Instagram and X accounts containing defamatory contents against the Plaintiff. That on 20 September 2025, Defendant No. 1 held a press conference at Aurangabad, in which he made defamatory allegations against the Plaintiff relating *inter alia* to corruption. That the said interview has been published in newspapers, broadcast TV channels and also uploaded on YouTube channel.

3) It is averred by the Plaintiff in paragraph 58 of the Plaint that Maharashtra State Board of Waqf has an office in Mumbai. Plaintiff has further averred that Defendant Nos.1 and 2 have uploaded and shared the impugned content on online platforms as well as on various other platforms, which are available for access all over the world including at Mumbai. The Plaintiff has therefore averred that the cause of action has

arisen in Mumbai and accordingly the Suit has been filed in this Court on its original side.

4) Plaintiff had initially filed Leave Petition (L) No. 32358 of 2025 seeking leave under Clause 12 of the Letters Patent. However, on 10 October 2025, the Court dealing with the roster of Leave Petition has disposed of the Leave Petition observing that Para 61 thereof contained a pleading that the entire cause of action has arisen in Mumbai.

5) Defendant No.1, in her Affidavit-in-Reply opposing the Interim Application for temporary injunction, has raised an objection to the jurisdiction of this Court to try and entertain the Suit. According to her, Plaintiff is an ordinary resident of Aurangabad and Defendant Nos.1 and 2 are residents of Pune. It is contended that the impugned contents are published/uploaded by Defendant Nos.1 and 2 at Pune and Aurangabad. Even if it is assumed that impugned contents have damaged reputation of the Plaintiff, it is contended that the damage to the reputation, if any, would be at Aurangabad. It is therefore contended that no cause of action for filing of Suit has arisen in Mumbai. Alternatively, it is the case of Defendant No.1 that even if impugned contents are accessible in Mumbai or have been accessed by any person in Mumbai, only a part of cause of action would arise in Mumbai, in which case, leave of this Court under Clause 12 of the Letters Patent would be necessary for the purpose of maintaining the Suit. Since the Plaintiff has failed to obtain leave under Clause 12 of the Letters Patent it is contended that this Court would not have jurisdiction to try and entertain the Suit.

6) Mr. Gauraj Shah, the learned counsel appearing for Defendant No. 1 would submit that leave of this Court under Clause 12 of Letters Patent of the Bombay High Court is necessary if part of cause

of action is claimed to have arisen at Mumbai. That Clause 12 leave is not an empty formality and that the suit deserves to be dismissed since Plaintiff has withdrawn the Petition for seeking such leave. Relying on judgment of Division Bench of this Court in *M/s. Electrosteel Steels Ltd. V/s. M/s. Polycab Wires Pvt. Ltd.*¹ he would contend that failure to secure Clause 12 leave is fatal to maintainability of the suit and that the leave must be obtained before the Suit is numbered. According to him, provisions of clause 12 of the Letters Patent would have supremacy over the provisions of the Code of Civil Procedure, 1908 (**Code**) and reliance is placed on judgment of the Supreme Court in in *Iridium India Telecom V/s. Motorola Inc. others*². That therefore provisions of the Code are inapplicable for deciding the issue of jurisdiction. That even if any conflict is noticed in the provisions of the Letters Patent and the Code, the provisions of the Letters Patent would prevail as held by the Apex Court in *Iridium India Telecom* (supra). He would rely on judgment of the Delhi High Court in *Indian Potash Ltd. V/s. Media Contents and Communication Services (India) Pvt. Ltd. and Anr.*³ in support of the contention that the suit can be filed only at the place where the reputation is hit the most, which in the present case would be Aurangabad, where Plaintiff resides. He would submit that there is no averment in the plaint that any person in Mumbai has read, viewed or accessed the alleged defamatory material. He would accordingly pray that the Suit be dismissed for failure to seek clause 12 leave.

7) On the other hand, Mr. Kamat, the learned Senior Advocate appearing for the Plaintiff would submit that leave under clause 12 of the Letters Patent is not necessary as the Suit is filed for compensation for wrong done to the person of the Plaintiff and that the suit is rightly

¹ Appeal No.157 of 2016 decided on 28 September 2017

² AIR 2005 SC 514

³ 2009 SCC OnLine Del 4410

instituted in this Court on its original civil jurisdiction under Section 19 of the Code. He would invite attention of the Court to provisions of Section 120 of the Code to indicate that provisions of only Sections 16, 17 and 20 are excluded from application to the High Court and that there is conscious retention of Section 19 in relation to suits filed in the original civil jurisdiction of the High Court. That section 19 of the Code deal with special category of suits, which category has been carved out of 'other suits' under Section 20. That the usual criteria of accrual of whole or part of cause of action is inapplicable to defamation suits, where the determinative factor is the place where the wrong is done. That the expression 'wrong done' is of wide amplitude and covers not just the place where the wrong is done but also the place where its effect is felt. He would rely on judgment of this Court in ***State of Maharashtra V/s. Sarvodaya Industries***⁴. That there is no conflict between the provisions of the Code and the Letters Patent. He would submit that Plaintiff has pleaded loss of reputation at Mumbai on account of the impugned content being made available for access at Mumbai. He would rely on judgment of Delhi High Court in ***Convergitycs Solutions Pvt. Ltd. Vs. Randhir Hebbar & Ors.***⁵ in support of his contention that if the telecast and publication is Pan Indian audience and viewers/readers from many parts of India view/read the same, Court would have jurisdiction irrespective of place of residence of the Plaintiff. He would therefore submit that the Suit is within jurisdiction of this Court and there is no necessity of obtaining leave under Clause 12 of the Letters Patent.

8) I have considered the submissions canvassed by the learned counsel appearing for rival parties.

⁴ AIR 1975 Bom 197

⁵ 2021 SCC Online Del 4811

9) Plaintiff has filed the present Suit for defamation in original civil jurisdiction of this Court. Under Clause 12 of the Letters Patent, the High Court has jurisdiction to receive, try and determine suits of every description in exercise of ordinary original civil jurisdiction.

10) Since the issue raised for adjudication involves interplay between provisions of the Letters Patent and the Code, a brief overview of provisions of the Code, dealing with territorial jurisdiction of courts, would be necessary. Part-I of the Code deals *inter alia* with 'jurisdiction of courts' and 'place of suing'. Under Section 9, the Courts have jurisdiction to try all suits of civil nature, excepting the suits of which the cognizance is either expressly or impliedly barred. Sections 15 to 25 of the Code deals with the jurisdiction of Courts, in which the suits can be filed. Section 16 provides that the suits relating to immovable properties and for recovery of movable property under restraint or attachment need to be filed in the court within local limits of whose jurisdiction the property is situated. Section 17 deals with the aspect of jurisdiction where the immovable property is situated within jurisdiction of different Courts. Section 18 provides for place of institution of suit where local limits of jurisdiction of Courts is uncertain. Section 19 of the Code provides for jurisdiction for filing suits for compensation for wrongs to person or movables. Provisions of Section 19 of the Code are relevant for deciding the issue raised and the same are reproduced below:

Section 19- Suits for compensation for wrongs to person or movables.

Where a suit is for compensation for wrong done to the person or to movable property, if the wrong was done within the local limits of the jurisdiction of one Court and the defendant resides, or carries on business, or personally works for gain, within the local limits of the jurisdiction of another Court, the suit may be instituted at the option of the plaintiff in either of the said Courts.

11) Section 20 of the Code provides for jurisdiction of Courts for filing of 'other suits' (meaning suits not involving immovable properties and wrongs to the person/movables). Under Section 20, the suit needs to be filed where the Defendant resides or where the cause of action, wholly or in part, arises. Section 20 provides thus:

Section 20. Other suits to be instituted where defendants reside or cause of action arises.

Subject to the limitations aforesaid, every suit shall be instituted in a Court within the local limits of whose jurisdiction

(a) the defendant, or each of the defendants where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain; or

(b) any of the defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain, provided that in such case either the leave of the Court is given, or the defendants who do not reside, or carry on business, or personally works for gain, as aforesaid, acquiesce in such institution; or

(c) The cause of action, wholly or in part, arises.

Explanation.-- A corporation shall be deemed to carry on business at its sole or principal office in India or, in respect of any cause of action arising at any place where it has also a subordinate office, at such place.

12) Thus, Sections 16, 17, 19 and 20 of the Code provide for jurisdiction of courts in relation to three classes of suits viz. (i) suits relating to immovable properties and for recovery of movable property under restraint or attachment, (ii) suits relating to wrongs done to persons or movables and (iii) other suits. When a suit does not involve immovable property, Section 20 of the Code ordinarily decides the jurisdiction, unless the suit pertains to wrongs caused to person or movables, when Section 19 comes into play. Section 19 of the Code provides that if the suit is for compensation for wrong caused to the person, the Plaintiff has a choice

of instituting the suit either in court where the wrong is caused or the court in whose jurisdiction the Defendant resides. All other suits not relating to immovable property need to be instituted in Courts where the Defendant resides or where the cause of action arises, either wholly or in part.

13) Section 120 of the Code excludes certain provisions of the Code from being applied to the High Court exercising original civil jurisdiction. Section 120 of the Code provides thus:

120. Provisions not applicable to the High Court in original civil jurisdiction.

- (1) The following provisions shall not apply to the High Court in exercise of its original civil jurisdiction, namely, sections 16, 17 and 20.
- (2) [***]

14) Thus, under Section 120 of the Code, provisions of Sections 16, 17 and 20 do not apply to the High Court in exercise of its original civil jurisdiction. At this juncture, it is necessary to note that in relation to suits not involving immovable property, applicability of only Section 20 is excluded and not Section 19.

15) Since Letters Patent of the Bombay High Court confer jurisdiction on the High Court to decide suits of all description, the territorial jurisdiction of the High Court is also dealt with by Clause 12 of the Letters Patent. Therefore Section 120 of the Code excludes applicability of Sections 16 and 17 of the Code in respect of suits relating to immovable properties and Section 20 of the Code relating to other suits. Clause 12 of the Letters Patent provides thus:

12. **Original jurisdiction as to suits.** - And We do further ordain that the said High Court of Judicature at Bombay, in the exercise of its ordinary original civil jurisdiction, shall be empowered to receive, try, and determine suits of every description, if, in the case of suits for land or other immovable property such land or property shall be situated, or **in all other cases if the cause of action shall have arisen, either wholly, or in case the leave of the Court shall have been first obtained, in part, within the local limits of the ordinary original jurisdiction of the said High Court** or if the defendant at the time of the commencement of the suit shall dwell or carry on business, or personally work for gain, within such limits; except that the said High Court shall not have such original jurisdiction in cases falling within the jurisdiction of the Small Cause Court at Bombay, or the Bombay City Civil Court.

(emphasis and underlining added)

Thus, when the jurisdiction of this Court is invoked for filing ‘other suits’ on the ground of accrual of part of cause of action within local limits of its jurisdiction, leave of this Court is necessary for institution of the Suit. The need to secure leave of this Court is not an empty formality, and it has been held that failure to secure the leave before numbering of the Suit amounts to a vital defect in institution thereof. [SEE: *M/s. Electrosteel Steels Ltd.* (supra)]

16) Thus, when it comes to deciding the issue of jurisdiction of the High Court to decide suits in its original civil jurisdiction, provisions of Sections 16, 17 and 20 of the Code do not apply and the issue of jurisdiction needs to be dealt with in accordance with Clause 12 of the Letters Patent. However as noted above, applicability of Section 19 of the Code has not been excluded to the High Court exercising original civil jurisdiction under Section 120 of the Code. Therefore, on plain reading of provisions of Section 120 of the Code, jurisdiction of even High Court to decide suit for compensation for wrong done to the person or to movable property will have to be decided in accordance with provisions of Section

19 of the Code and not in accordance with Clause 12 of the Letters Patent.

17) The reason for not including Section 19 of the Code in Section 120 and for applying provisions of Section 19 even to High Court exercising original civil jurisdiction is also clear from the express language of Clause 12 of the Letters Patent. Clause 12 provides that the High Court, in exercise of its original civil jurisdiction '*shall be empowered to receive, try, and determine suits of every description*'. Thus, suits of every description can be instituted in the High Court in exercise of its ordinary original civil jurisdiction. However, when it comes to territorial jurisdiction, Clause 12 makes a provision for two classes of suits viz (i) '*in the case of suits for land or other immovable property*' (like the suits governed by Sections 16 and 17 of the Code) and (ii) '*in all other cases*' (like suits governed by Section 20 of the Code). The word 'other' appears in title of Section 20 as well as in clause 12 of the Letters Patent, which is the reason why, the second category of suits referred to above can be said to be the ones akin to Section 20 suits. For former class of suits relating to land or property (Section 16 or 17 suits), clause 12 provides that '*such land or property shall be situated within the local limits of the ordinary original jurisdiction of the said High Court*'. For latter class of suits (Section 20 suits), Clause 12 provides that '*if the cause of action shall have arisen, either wholly, or in case the leave of the Court shall have been first obtained, in part, within the local limits of the ordinary original jurisdiction of the said High Court or if the defendant at the time of the commencement of the suit shall dwell or carry on business, or personally work for gain, within such limits.*'

18) On comparative analysis of provisions of the Code, it is seen that while the Code makes provisions for territorial jurisdiction of three classes of suits, Clause 12 of the Letters Patent makes provision for territorial jurisdiction for only two classes of suits. The distinction is indicated below:

Suit categories	Civil Procedure Code	Clause 12 of Letters Patent
1	Suits relating to immovable properties and for recovery of movable property under restraint or attachment (Section 16 & 17)	Suits relating to land or property
2	Suits relating to wrongs done to persons or movables (Section 19)	
3	Other suits (Section 20)	Other Suits

Thus, while Clause 12 of the Letters Patent covers ‘suits relating to land and properties’ and ‘other suits’, no special provision is made therein to deal with jurisdiction of the High Court in relation to suits for compensation for wrongs done to the person or to movable property.

19) The issue for consideration is whether there is correlation between the legislature excluding Section 19 from purview of Section 120 of the Code and non-making of a special provision in Clause 12 of the Letters Patent for suits for compensation for wrongs done to the person or to movable property.

20) One may contend that the suit for compensation for wrong done to the person or to movable property would be covered by the expression ‘*in all other cases*’ used in Clause 12 of the Letters Patent, and such contention could also have been accepted as Clause

12 should ordinarily govern all suits filed on original civil side of the High Court. Clause 12 of the Letters Patent is a composite provision enabling the High Court to decide '*suits of all description*' and also dealing with the territorial limits to decide those suits. Therefore if the provision for territorial jurisdiction is read in conjunction with the expression '*suits of all description*', it could have been possible for the Court to hold that Clause 12 deals with territorial jurisdiction in relation to suits for compensation for wrong done to the person or to movable property as well. However, the difficulty in accepting this contention arises on account of peculiar provisions of Section 120 of the Code. If the Legislature has consciously not excluded applicability of provisions of Section 19 of the Code in relation to suits filed on original civil jurisdiction of the High Court, it would be impermissible to read into Section 120, provisions of Section 19 for the purpose of holding that suits for compensation for wrong done to the person or to movable property would be covered by the expression '*in all other cases*' used in Clause 12 of the Letters Patent.

21) Mr. Shah would describe the above conundrum as conflict between provisions of the Code and the Letters Patent and would press into service well settled principle that in the event of conflict between provisions of the Code and Letters Patent, the provisions of Letters Patent would prevail. Mr. Shah has relied on the judgment of the Apex Court in ***Iridium India Telecom*** (supra).

22) However, in my view there is no conflict in the provisions of the Code and Clause 12 of the Letters Patent governing territorial jurisdiction in relation to suits for compensation for wrong done to the person. As observed above, Clause 12 of the Letters Patent covers the

situations relating to suits in other civil courts to which Sections 16, 17 and 20 of the Code apply and this is the reason why application of those Sections is excluded to the suits filed on original civil jurisdiction of the High Court under Section 120 of the Code. However, Section 19 appears to a much wider and more beneficial provision to a litigant suing for compensation for wrong done to his person as compared to the provisions of Section 20 of the Code. This is dealt with in greater details in the latter part of the judgment. Thus, there is no conflict and Section 120 of the Code seeks to retain more wider and beneficial provision under Section 19 for application to the High Court dealing with suits in its original civil jurisdiction. Since there is no conflict between provisions of the Code and the Letters Patent relating to the provisions governing territorial jurisdiction, in my view there is no question of one provision prevailing over the other.

23) Perusal of the provision of Section 19 of the Code would indicate that the same does not use the phrase ‘cause of action, wholly, or in part, arises’. Thus, the concept of accrual of cause of action, either wholly or in part, is inapplicable to suits governed by provisions of Section 19 of the Code. On the other hand, the determinative factor for deciding jurisdiction of the Court under Section 19 is the place at which wrong is done or the place at which Defendant resides. Thus ‘place of wrong done’ determines jurisdiction in suits relating to defamation. The expression ‘wrong done’ has been interpreted and given a wider meaning to include even the place where effect of the wrong done is felt. One of the most illustrative judgments on interpretation of the expression ‘wrong done’ appearing in Section 19 of the Code is of this Court in ***Sarvodaya Industries*** (supra). This Court held in paragraphs 13 and 14 as under:

13. Provisions of Section 19 are specific in subject and clear in its operation. Firstly, it governs a suit seeking restitutive reliefs of compensation on the basis of wrong done to the person or to movable property. Secondly it offers and furnishes option or choice if the conditions indicated by the qualifying clause are satisfied in that wrong complained of was done within the local limit of one Court while the defendant in fact resides or carries on business within the local limits of jurisdiction of another Court. Unless both these conditions together are available, no question of option or choice for forum can conceivably, arise. The conjunction “and” in the qualifying clause is very much indicative of this result, leaving aside the cases where these conditions together are not available, the matters of such suit are still governed by other provisions of the Code. **It is noticeable that in the body of Section 19 the phrase “the cause of action, wholly or in part” has not been used and it only finds place in Section 20 of the Code. In a suit for compensation “wrong done” or “complained of” is the cause of action by which Code understands and contemplates all the bundle of necessary facts capable on proof of sustaining the relief claimed.** Compensation clearly posits an injury resulting in loss and damage. Mere injury or wrong without anything more would not suffice to sustain the claim for compensation. **It is clear that the phrase “wrong done” is not used in any narrow sense but has to be understood in all its amplitude so as to afford forum and necessary relief.** That clearly takes in both cause and effect. Injury or actual wrong may occur at place A but its effect may be felt at places other than ‘A’ and may effect places ‘B’ or ‘C’ Act or actions taking place at a given place may still give rise to results affecting persons or property at places quite different and at all these places and for all those effects, cause would arise seeking compensation. Without resultant loss or its proof restitutive justice may not afford any relief nor there could be any remedy in vacuum. **Thus the phraseology used by Section 19 about “the wrong done” would clearly take in not only the initial action complained of but its resultant effect.**

14. Putting the matter in terms of Section 20(c) the resultant damage would surely be the part of cause of action and would feedback the answer for jurisdiction, Assuming, therefore, that both Sections are to be read together the same would indicate a overlapping which is not at all attributable to such legislative scheme. **It is enough to answer that Section 19, which deals with cases of compensation for wrong done to the person or movable property, is wide enough to take in those places where plaintiff or person complaining actually suffered the loss because of the alleged wrongful act notwithstanding the place of such wrongful act clearly furnishing place of action.** The phrase “wrong done” is indicative of completed action as stated (supra) and is wide enough to take in the results as the basis for the purposes of restitution. **The Court within whose local jurisdiction damage was caused or suffered or sustained would clearly answer**

the requirements of Section 19 for the purpose of suits mentioned therein. The matters of option afforded are not relevant nor decisive for this purpose nor the provisions of Section 20(c). The extract of the provisions of Section 20(supra) by its opening part indicates that Section 19 is treated as limitation upon the generality of the provisions of Section 20 itself. Reading both sections together if a case is not squarely answered by the earlier sections then it may still be answered by Section 20 itself. Its terms are thus residuary. **Turning to suits for compensation, if any narrow construction is to be placed on the phrase “wrong done” available in Section 19 then the matter still can be answered by Section 20(c) of the Code.** For then Section 19 would indicate and only operate as “part of cause of action” having in mind only the initial act or cause indicated by “wrong done” and not its effect and though the latter as of necessity must be established to have relief, for that reliance will have to be placed on the intendments of Section 20(c) of the Code. Such dichotomy is not indicated nor such exercise necessary for in the structure of Section 19 itself both parts of cause of action, i.e., the initial act and its effect are capable of being” worked out. Therefore, by its contemplation a suit filed in a Court within the local limits of whose jurisdiction the damage was suffered would still uphold its jurisdiction.

(emphasis and underlining added)

24) In my view, the judgment in *Sarvodaya Industries* is illustrative on the point of fine but important distinction between provisions of Section 19 and Section 20 of the Code. The judgment explains why Section 19 has been incorporated in the Code despite existence of Section 20. The Court has held that absent Section 19 in the Code, the suits for compensation would be governed by the principle of accrual of whole or part of cause of action and will have to be filed in Court within whose jurisdiction, the initial cause of doing of wrong is committed and not the place at which its effect is felt. The Court noticed in the judgment that the phrase ‘*the cause of action, wholly or in part*’ has not been used in Section 19 which finds place in Section 20. The Court further held that the phrase ‘wrong done’ is not used in a narrow sense and the same need to be understood in its all amplitude so as to afford forum and necessary relief. The Court further held that phraseology used in Section 19 of ‘wrong done’ would clearly

take in its stride not only the initial action but its resultant effect. Thus, Section 19 is a special provision in the Code dealing with jurisdiction of courts to decide suits for compensation for wrong done to the person. As held in *Sarvodaya Industries*, Section 19 is enacted with the objective of conferring jurisdiction on the court where the wrong is suffered. Therefore, if it is held that even the suits for compensation for wrong done to the person are governed by provisions of Clause 12 of the Letters Patent, the special provision of Section 19 applicable to suits filed in other civil courts, would stand excluded from application to the suits filed on original civil side of the High Court. This is the reason why the legislature has consciously not included Section 19 in the provisions of Section 120 of the Code.

25) Since there is conscious retention of application of provisions of Section 19 of the Code to the suits filed in original civil jurisdiction of the High Court by the legislature, Clause 12 of the Letters Patent cannot be interpreted in such a manner that the benefit of special provision in the form of Section 19 of the Code is denied to a litigant filing suit in this Court for wrong caused to his person. In that view of the matter, it cannot be contended that the provisions of Clause 12 of the Letters Patent would still continue to govern suits for compensation for wrong done to the person by ignoring provisions of Section 19 of the Code. In my view therefore, the provisions relating to territorial jurisdiction of this Court under Clause 12 of the Letters Patent would apply only to suits covered by Sections 16,17 and 20 of the Code, application of which to the High Court is expressly excluded under Section 120 of the Code.

26) Thus, in my view, Section 19 of the Code makes a special provision conferring jurisdiction on courts without applying the concept of accrual of cause of action, either wholly or in part. Rather the place at which the wrong is felt or suffered, irrespective of place of residence of Plaintiff, would become the determinative factor for deciding the issue of jurisdiction. The Plaintiff complaining loss of reputation in the local limits of jurisdiction of this Court can file and maintain a suit for compensation without seeking leave under Clause 12 of the Letters Patent.

27) Applying the above principles to the present case and after considering the pleadings in the Plaint, it is seen that the Plaintiff has averred that the impugned content has been published and made available all across the world, including at Mumbai, where Plaintiff has his office as Chairman of the Waqf Board. Plaintiff complains of sufferance of loss of reputation on account of impugned contents being made available for reading and viewing at Mumbai. Thus the suit involves alleged wrong to the person of Plaintiff within the local limits of jurisdiction of this Court. Plaintiff therefore has the choice of filing the present suit either before this Court or in court at Pune, within local limits of whose jurisdiction the Defendants reside. In that view of the matter, this Court has the jurisdiction to try and entertain the present suit. Since Clause 12 of the Letters Patent has no application, the concept of accrual of whole or part cause of action is irrelevant for deciding the issue of jurisdiction of the present Suit. Therefore, Leave under Clause 12 of the Letters Patent has rightly not been sought by the Plaintiff, as the same is unnecessary.

28) The judgment of Delhi High Court in *Indian Potash Ltd.* (supra), though relied upon by Defendant No. 1, actually supports the case of the Plaintiff. In that case, the Delhi High Court has dealt with somewhat similar circumstances. The Court has dealt with a case where Plaintiff therein had registered office at Chennai, the Defendant was a resident of Noida (UP) but the impugned story containing defamatory material was published and accessed by the viewers in New Delhi. In the light of the above position, Delhi High Court held in paragraph 7 as under:-

7. The above Section makes it abundantly clear that any suit for compensation for wrong done to a person can be filed either within the territorial limits of the jurisdiction where the defendant resides or carrying on business or it may be instituted at the option of the plaintiff if the wrong done was within the local limits of the jurisdiction of the Court. **In the event of publication of defamatory material, the wrong is done where the defamatory material is communicated and the moment the same is received by the persons, for whom it has been written.** The publication of defamatory material against a person gives rise to a cause of action only when it is made known to the third party. The place of the third party and the place where it is known to a third party gains importance. The plaintiff may be living at any place. If publication of defamatory material against him is made at a place different from where the plaintiff lives or defendant lives, the Court at that place will have the jurisdiction to entertain the suit for compensation on the ground of defamation where the defamatory material is printed in books, newspaper is published, through electronic media on TV and the defamatory material directly hits the reputation demolishing the esteem and standing of the plaintiff. **It is the choice of the plaintiff to file the suit either at the place where publication has been made or the place where the defendant resides. Since in case of telecasting of a feature on TV by the channel which is for Indian audience and has all India viewers, the plaintiff has a choice to file the suit at those places where the plaintiff has been hit the most.** In the present case, the plaintiff was supplying milk to many organizations and institutions and marketing companies in Delhi. The business of the plaintiff was allegedly hit by broadcasting of such publication in Delhi. Therefore, the suit of the plaintiff lies in Delhi and this Court has jurisdiction to entertain the suit. In *T.N. Seshan, Chief Election Commissioner v. Dr. M. Karunanidhi, President of Dravida Munnetra Kazhagam Party*, (1995)

3 ALT 108, the Andhra Pradesh High Court had similar view and observed as under:

“23. Publication of defamatory matter is communicated the moment the same is received by some person other than the person for whom it has been written. Publication of defamatory matter includes communication to third party. Defamatory matter printed in books and distribute for whatever purpose constitutes publication. All the there defendants must have known that the aforesaid books and, particularly, the contents of chapters 9 and 10 may be read at least by the book sellers immediately on their receipt by them because of their curiosity. In the ordinary course of business the sending of books containing defamatory matter by post or otherwise from the place where it is published to book distributor of another place is publication of that matter at latter place, particularly/when it is read by them and/or others. Under these circumstances, it can be safely presumed that the importance of the aforesaid book containing chapters 9 and 10 would have aroused the curiosity of at least the book-seller to go through it immediately on its receipt and, therefore, this type of communication amounts to publication at Madras.

24. As noted above, the excerpts of chapters 9 and 10 of the aforesaid book in local newspapers is distinct publication. Much publicity was given for the sale of the book as is evident from the affidavits of the defendants. Therefore, a presumption regarding awareness of the contents of the concerned newspapers can be raised against all the defendants because out of these defendants only the concerned matter would have been passed on to the newspapers concerned and thus all of them, prima facie, appear to be responsible alike for the publication of the alleged defamatory news item in the local newspapers.

(emphasis added)

Applying the ratio of judgment of the Delhi High Court in ***Indian Potash Ltd.*** to the present case, mere residence of Plaintiff at Aurangabad or making of defamatory statements by Defendant Nos. 1 and 2 at Pune would not be a reason for holding that the Suit for compensation would not lie at Mumbai. Plaintiff claims to have suffered loss of reputation in Mumbai. He holds the position of Chairman of the Waqf Board, whose office is at Mumbai. Therefore, he claims that the loss of reputation has occurred in Mumbai. Since the effect of wrong done at Pune by making and publishing the alleged

defamatory statements is allegedly felt and suffered by Plaintiff at Mumbai, he has the choice of filing the suit either at Mumbai or at Pune, where the Defendant Nos. 1 and 2 reside.

29) The judgment of the Delhi High Court on *Convergitycs Solutions Pvt. Ltd.* (supra) deals with the issue of jurisdiction of Delhi High Court to entertain defamation suit filed by the employer against its terminated employee and his wife. Rejection of Plaint in the suit was sought by the Defendants therein on the ground that the suit under Section 19 of the Code could be filed only in courts at Bengaluru where the Defendants resided and where Plaintiffs were located. The Delhi High Court rejected the plea holding in Para 22 as under:

22. Though learned counsel for the defendants No. 1 & 2 submitted that the judgments relied upon by the plaintiffs in *Indian Potash Ltd. v. Media Contents and communication service (India) Pvt. Ltd.*, [CS(OS) 1717/2007], *Frank Finn Management v. Subhash Motwani*, (2008 SCC OnLine Del 1049) etc. were distinguishable because the defendants in those cases had offices in Delhi, the question considered by this Court in *India Potash Ltd. (Supra)* and *Frank Finn Management (Supra)* was jurisdiction of a court in a case relating to telecast over TV/publication over internet. **It was held that in both the situations, Delhi Courts had jurisdiction because the telecast and publication was for a Pan Indian audience and viewers/readers from many parts of India view/read the same. In the present case, publication of a blog on LinkedIn was publication on the internet and as such, accessible from any part of the country. Therefore, following the above decisions, it has to be held that this court too has the jurisdiction to try the present case.** Whether Shubhika Goel and Naveen Sharma were residing in Delhi or not and whether the emails of the defendants were sent only to those at Bengaluru would be questions of fact, to be determined on the basis of evidence led during trial. Hence, it cannot be a relevant factor for rejection of the plaint under Order VII Rule 11 CPC.

(emphasis added)

Thus, in *Convergitycs Solutions Pvt. Ltd.* the Delhi High Court upheld its jurisdiction as the defamatory contents were uploaded on LinkedIn platform, which was accessible from any part of the Country. The

Court rejected the plea that *Indian Potash Ltd.* involved offices of Defendants in Delhi and held that the jurisdiction was upheld on the ground of telecast over TV/publication over internet.

30) Thus, Plaintiff need not secure leave of this Court for filing of the present suit under Clause 12 of the Letters Patent. The Suit is held to be within jurisdiction of this Court under Section 19 of the Code. The objection of jurisdiction raised on behalf of Defendant No.1 is accordingly **rejected**.

31) List the Interim Application for consideration of further ad-interim injunction on **3 November 2025**. Ad-interim injunction granted earlier to continue till the next date of hearing.

32) Plaintiff is granted leave to further amend the Plaint in terms of the draft amendment tendered in the court and also to delete Defendant Nos.4 and 6 from the array of the parties. Amendment to be carried out within a period of two weeks. Reverification is dispensed with.

[SANDEEP V. MARNE, J.]