**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**
**CIVIL APPELLATE JURISDICTION**

**CIVIL REVISION APPLICATION NO.295 OF 2022**

Asha Bapurao Salave …..Applicant
Versus
Shankar Basappa Gidgol and another …. Respondents

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Ms. Meghna Gowalani, Advocate for the Applicant.
Mr. Hira Gummala, Advocate for the Respondent No.1.

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**CORAM : SARANG V. KOTWAL, J.**

**DATE : 5th APRIL, 2023**

**P.C. :**

1. This Civil Revision Application is filed challenging the order dated 25.1.2022 passed by the Judge, City Civil Court, Borivali Division, Dindoshi, Mumbai. By the impugned order, the Notice of Motion No.1567/2017 in S.C.Suit No.3237/2013 was rejected. Said Notice of Motion was filed by the present Applicant, who was the original Defendant No.1 in the said suit, seeking rejection of the plaint under O-7 R-11(a) & (d) of the C.P.C.

2. Heard Ms. Meghna Gowalani, learned counsel for the Applicant and Shri Hira Gummala, learned counsel for the Respondent No.1, at length.

3. The plaint was filed by the present Respondent No.1 Shankar Basappa Gidgol. For the sake of convenience, the parties are referred to by their original status in the suit. The main pleadings in the plaint was that from 10.1.2009 till February, 2012 from time to time the husband of the Defendant No.1 i.e. Mr. Bapurao Govind Salve had taken friendly loan of Rs.2,10,000/- from the Plaintiff. The loan was not repaid. Some cheques were given in satisfaction of the loan. However, the cheques were not deposited and the loan remained unsatisfied. On this basis, the suit was filed with following two main prayers :

> "(a) That the Defendant No.1 be ordered and decreed by this Hon'ble Court to pay to the Plaintiff a sum of Rs.2,12,000/- (Rupees Two lacs twelve thousand only) from the estate of the deceased Mr. Bapurao Govind Salve, as the Defendant No.1 has received or likely to receive from the Defendant No.2 to the extent of Plaintiff's claim;

> (b) Pending the hearing and final disposal of the Suit, the Defendant No.2 be directed not to release and/or disburse the amounts to the Defendant No.1 to the extent of Rs.2,12,000/- (Rupees two lacs twelve thousand only) or any other amount as deem fit by this Hon'ble Court by way of security, to be deposited in this Hon'ble Court to the satisfaction of the Plaintiff's decree or any other order as deem fit by this Hon'ble Court in the interest of justice be passed, as the Defendant No.1 is residing outside the jurisdiction of this Hon'ble Court."

4. The Defendant No.1 i.e. the present Petitioner preferred an application for rejection of the plaint which was dismissed by the impugned order. Learned Judge considered the submissions made by the Defendant No.1. Her submission was that the Plaintiff had acted as a money lender but he did not have the valid licence and, therefore, the transaction was illegal.

5. Learned Judge observed that the transaction was in the nature of friendly loan and that it was not in the nature of loan advanced as a money lender and, therefore, that ground raised by the Defendant No.1 was rejected. The

second reason given by learned Judge was that the issues were already framed in the year 2016 and at the time of cross-examination this Notice of Motion was filed by the Defendant No.1 about 3 to 4 years after filing of the suit; and there was no satisfactory explanation for filing such Motion belatedly. On these grounds, the impugned order was passed rejecting the Petitioner's application for rejection of the plaint.

6. Learned counsel for the Petitioner further submitted before this Court that the pleadings in the plaint are vague and it is not clear exactly on which date the friendly loan was advanced. She submitted that in paragraph-5 of the plaint it was mentioned that the loan was advanced between 10.1.2009 to 12.2.2012 from time to time. There was break-up of the loan amount of Rs.2,10,000/- and initially Rs.1,60,000/- were advanced. However, no further details are given about the break-up of this amount and the date on which the loan was advanced. She submitted that the cheques in question were issued

from the accounts of the bank which was situated in South Mumbai and, therefore, the Dindoshi Court had no jurisdiction. I do not find substance even in this submission. The pleadings in the plaint is clear enough. It was clearly mentioned that the loan was advanced between 10.1.2009 till February, 2012. The suit was filed within the period of limitation. The rest of the details can be explained during the course of leading of the evidence. The foundation is already laid in the plaint.

7. As far as the territorial jurisdiction is concerned, it is mentioned that both of them i.e. the Plaintiff and the husband of the Defendant No.1 were working in the same office which was situated in Goregaon (East), Mumbai. The question of territorial jurisdiction was addressed in the plaint by mentioning that the Defendant No.2's office was located in Goregaon (East). Since the Plaintiff and the husband of the Defendant No.1 were working in the same office, which was in Goregaon (East), the Dindoshi Court gets the jurisdiction to try the suit.

8. Considering all these aspects, no case for rejection of the plaint is made out. Consequently, I do not see any reason to interfere with the impugned order. Hence, the Civil Revision Application is dismissed.

**(SARANG V. KOTWAL, J.)**

PRADIPKUMAR PRAKASHRAO DESHMANE

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Date: 2023.04.11 12:01:50 +0530