GAHC040011602026 2026:GAU-AP:1195

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : CRP/68/2026

Lokam Talo
Son of Late Lokam Hangi, Cheya (Lobupa) Village, PO Damin, PS Koloriang, Kurung Kumey District, Arunachal Pradesh and presently residing at Papu Nallah, near Oju Mission School, PO Naharlagun, PS Papu Hill, Papum Pare District, Arunachal Pradesh.

VERSUS

Ha Tatu and 3 Ors
Son of Late Ha Tama, Village Barbia, PO Parsi Parlo, PS Koloriang, Kurung Kumey District, Arunachal Pradesh and presently residing at Polo Colony, Naharlagun, PO and SP naharlagun, Papum Pare District, Arunachal Pradesh.

2:The Customary Court of Model Village
Age: 0
Occupation :
represented by tis Presiding Judge/ Head Gaon Burah
Model Village
Naharlagun Circle
Papum Pare District
Arunachal Pradesh.

3:The Deputy Commissioner
Age: 0
Occupation :
Itanagar Capital Region
Arunachal Pradesh.

4:The Assistant Commissioner
Age: 0
Occupation :
Itanagar Capital Complex

Naharlagun
Papum Pare District
Arunachal Pradesh(Executing Authority

Advocate for the Petitioner : T T Tara, Sr. Adv, Dolo Yangfo,Pondit Ronya,Y Mugli,Kirmani Lollen,Khoda Apa,Taba Tokur,Terji Kamchi,Gamken Bam

Advocate for the Respondent : GA (AP), K Tania,Kara Parang,Kipa Yamak,Kago Tana,T Taje,Gyamar Gunia , Ms. P Pangu

:::BEFORE:::

HONOURABLE MR. JUSTICE SANJEEV KUMAR SHARMA

Date on which judgment is reserved	:16.11.2026
Date of hearing	: 16.11.2026
Date of Judgment and Order	: 26.11.2026
Whether the pronouncement is of the operative part of the judgment ?	: N/A
Whether the full judgment has been pronounced?	: Yes

JUDGMENT & ORDER (CAV)

Heard Mr. T.T. Tara, learned Senior Counsel assisted by Mr. G. Bam for the petitioner. Also heard Mr. T. Kipa, learned counsel for the private respondent No. 1as well as the learned counsel for respondent No. 2and Ms. P. Pangu, learned Government Advocate for the respondent Nos. 3 and 4.

2. Invoking the jurisdiction of this Court under Article 227 of the Constitution of India, the petitioner has filed this petition against the judgment and order dated 26.08.2025 passed *ex-parte* by the Customary Court of Model Village, Nagarlagun in Money Suit/Complaint Case No. 1/2025.

3. The respondent No. 1 instituted Money Suit/Complainant Case No. 1/2025 before the Customary Court of Model Village, Naharlagun alleging a financial dispute arising out of a PNGSY road construction project and claiming recovery of a sum of Rs. 5,00,00,000/- (Rupees Five Crores only) from the petitioner. The claim was based on a Deed of Agreement dated 29.07.2017 between the petitioner and respondent No. 1, the execution of which is denied by the petitioner.

4. The stand of the petitioner is that the petitioner initially entered into a Special Power of Attorney dated 28.01.2017with Shri Techi Tama, Proprietor of M/s Tama Fabrication Works, Naharlagun, whereby the Petitioner was appointed as the lawful Power of Attorney holder for the limited purpose of executing and managing the PMGSY work, namely, "Road from Parsi Parlo Circle Headquarters to Damin Block Headquarters (Stage-I), Package No. AR/14/02/007." Thereafter, the aforesaid PMGSY work was awarded by the Rural Works Department under a Joint Venture in favour of M/s Him Enterprises and M/s Tama Fabrication Works. Consequently, the Petitioner entered into a Deed of Agreement dated 06.11.2017withSmti Nannu Waghe, Proprietor of M/s Him Enterprises, in relation to the execution of the said work, wherein the Petitioner was described as the Second Party and was entrusted with the execution and management of the project in accordance with the terms and conditions of the agreement. Respondent No. 1 voluntarily abandoned and disengaged himself from the execution of the PMGSY project while the matter relating to the contract was pending before the Hon’ble Court, thereby causing delay in the execution of the project. Thereafter, the petitioner alone undertook the responsibility of executing and managing the project at his own risk and cost. Subsequently, owing to severe financial constraints and the inability to continue the execution

of the work, the petitioner was compelled to hand over the project to the proprietor of the contracting firm for its completion. Therefore, the claim of the respondent No. 1 that the petitioner is liable to repay Rs. 4,20,00,000/- is false, baseless, and wholly denied.

5. It is stated that in view of the objections raised by the petitioner to claim of respondent No. 1, a Meeting dated 14.07.2018 was convened under the joint banner of the Lokam Welfare Society (LWS) and the Ha Welfare Society (HWS) at Itanagar to amicably resolve the dispute relating to the PMGSY road project from Parsi Parlo to Damin. After detailed deliberations, the clan committees resolved that the petitioner would pay respondent No. 1 a sum of Rs. 5,00,00,000/- (Rupees Five Crores only) in two installments from the project bills. It was further resolved that, in the event of default, respondent No. 1 would be at liberty to take appropriate steps for recovery of the amount after informing the clan committees.

6. It is further stated that following the failure of the 14.07.2018 settlement and the continued dispute between the parties, a Local Mel/Kebang was convened from 27.10.2023 to 29.10.2023 under the aegis of the Lokam Welfare Society (LWS) and Ha Welfare Society (HWS), before a three-member panel of arbitrators, to resolve the long-standing financial dispute arising out of loans, investments and PMGSY road project. After hearing both parties, examining witnesses and documents, the arbitrators concluded that respondent No. 1's financial claims were substantially supported and resolved that, considering the close familial relationship between the parties, the petitioner should repay a lump sum of Rs. 4,20,00,000/- (Rupees Four Crores Twenty Lakhs) to respondent No. 1 as a full and final settlement. However, the petitioner did not accept the said decision, sought its review, and ultimately declined to comply

with the resolution, whereupon the Mel/Kebang concluded that the dispute could no longer be amicably settled and recommended that the parties seek appropriate legal remedies before the competent forum. Thereafter, the respondent No. 1 instituted the aforesaid suit.

7. By the said judgment and decree, the revision petitioner was directed to pay an amount of Rs. 5,00,65,000/- (Rupees five crores sixty five thousand) to the respondent No. 1, who was arrayed as the defendant in the proceedings before the Customary Court, but did not pursue the same as a result of which the case proceeded ex-parte.

8. Mr. Tara, learned Senior Counsel, submits that the Customary Court which rendered the impugned order has no jurisdiction to try the suit inasmuch as the territorial jurisdiction of the said Customary Court of Model Village, Naharlagun Circle does not extend to a municipal area, whereas both the petitioner and the respondent No. 1 are residents of Pappu Nallah and Polo Colony, which are localities situated within the municipal wards of Itanagar Municipality, which is evident from the Notification No. DTPMUN-02/2008-2009/340-51 dated 01.06.2012 issued by the Government of Arunachal Pradesh, whereby the localities within the proposed municipal wards of Itanagar Municipality are indicated, and which includes the aforesaid two localities where the parties reside. Moreover, according to learned Senior Counsel, the jurisdiction of the Customary Court pertains only to the indigenous persons of Arunachal Pradesh who are also residents of the said village, which criterion is also not met in the present case.

9. Moreover, as far as the cause of action is concerned, the work in question out of which the present lis has arisen having been executed in the district of

KurungKumey, the Customary Court of Model Village, Naharlagun lacks territorial jurisdiction from that point of view as well. Referring to the deed of agreement dated 29.07.2017 executed between the parties, it is submitted that the address of the parties has also been shown to be within KurungKumey district.

10. Further referring to the impugned order, learned Senior counsel has contended that except for one judge, all the other judges who decided the case belong to villages other than Model Village for which the Customary Court has been constituted, and therefore, the said Customary Court lacked the authority to decide the case.

11. It is the further contention of learned Senior Counsel that the dispute between the parties arises out of a contract and the same is purely of a commercial nature, and therefore, in view of the provisions of the Commercial Courts Act, the jurisdiction to decide the said dispute lies with the Commercial Court, to the exclusion of all other Courts, including the Customary Court.

12. Learned Senior counsel has referred to a document said to be the minutes of a meeting held on 14.07.2018 between Lokam Welfare Society (LWS) and Haa Welfare Society (HWS), in which a resolution has been taken that the petitioner shall return a sum of Rs. 5 crores to the respondent No. 1 in separate installments, and upon failure to do so, the respondent No. 1 may take his own course of action with intimation to the clan committee against the petitioner to recover the aforesaid sum by seizing movable and immovable properties belonging to the petitioner and his wives. This intervention by a third party in a lis between the petitioner and the respondent No. 1 is totally illegal, and the Customary Court, Model Village has practically adopted the said decision without

going into the merits of the case on its own and by applying its mind to the facts of the case as well as the law applicable in this regard. No preliminary issue was framed with regard to the issue of jurisdiction.

13. It is submitted that the impugned judgment is based solely upon the statements of office bearers, mediators, and representatives of private welfare societies, none of whom proved the alleged payment of Rs. 5 crores to the petitioner. No documentary evidence in the form of bank records, cash receipts, partnership agreement, joint venture agreement, books of account, income tax records, or any legally admissible document establishing the alleged transaction was produced or proved before the Customary Court. Therefore, the findings and decision of the Customary Court are perverse as they based on no evidence.

14. It is submitted that merely because the case proceeded *ex parte*, it does not absolve the petitioner of establishing his case by adducing evidence. In this regard, learned counsel has referred to the decision of the Apex Court in ***Balraj Taneja and Another vs. Sunil Madan and Another*, (1999) 8 SCC 396,** wherein it has been held as follows:

> *"42. "Judgment" as defined in Section 2(9) of the Code of Civil Procedure means the statement given by the Judge of the grounds for a decree or order. What a judgment should contain is indicated in Order 20, Rule 4 (2) which says that a judgment :*
>
> > *"shall contain a concise statement of the case, the points for determination, the decision thereon and the reasons for such decision."*
>
> *It should be a self-contained document from which it should appear as to what were the facts of the case and what was the controversy which was tried to be settled*

by the Court and in what manner. The process of reasoning by which the Court came to the ultimate conclusion and decreed the suit should be reflected clearly in the judgment.

43. In an old case, namely, Nanhe vs. Saiyad Tasadduq Husain (1912) 15 Oudh Cases 78, it was held that passing of a mere decree was material irregularity within the meaning of Section 115 of the Code and that even if the judgment was passed on the basis of the admission made by the defendant, other requirements which go to constitute "judgment" should be complied with.

44. In Thippaiah and others vs. Kuri Obaiah, ILR 1980 (2) Karnataka 1028, it was laid down that the Court must state the grounds for its conclusion in the judgment and the judgment should be in confirmity with the provisions of Section 2(9) of the Code of Civil Procedure. In Dineshwar Prasad Bakshi vs. Parmeshwar Prasad Sinha, AIR 1989 Patna 139, it was held that the judgment pronounced under Order 8 Rule 10 must satisfy the requirements of "judgment" as defined in Section 2(9) of the Code.

45. Learned counsel for respondent No. 1 contended that the provisions of Order 20, Rule 1 (2) would apply only to contested cases as it is only in those cases that "the points for determination" as mentioned in this Rule will have to be indicated, and not in a case in which the written statement has not been filed by the defendants and the facts set out in the plaint are deemed to have been admitted. We do not agree. Whether it is a case which is contested by the defendants by filing a written statement, or a case which proceeds ex-parte and is ultimately decided as an ex-parte case, or is a case in which the written statement is not filed and the case is decided under Order 8 Rule 10, the Court has to write a judgment which must be in conformity with the provisions of the Code or at least set out the reasoning by which the controversy is resolved.

46. An attempt was made to contend that the definiton of judgment as set out in Section 2(9) of the Code would not be applicable to the judgment passed by the Delhi High Court in its original jurisdiction wherein the proceedings are regulated by the provisions of the Delhi High Court Act, 1966. It is contended that the word

"judgment" used in the Delhi High Court Act, 1966 would not take its colour from the definition of "judgment" contained in Section 2(9) of the Code of Civil Procedure. We do not intend to enter into this controversy, fortunately as it is not contended that the Code of Civil Procedure does not apply, but we cannot refrain from expressing that even if it were so, the Delhi High Court is not absolved of its obligation to write a judgment as understood in common parlance. Even if the definition were not contained in Section 2(9) or the contents thereof were not indicated in Order 20 Rule 1 (2) CPC, the judgment would still mean the process of reasoning by which a Judge decides a case in favour of one party and against the other. In judicial proceedings, there cannot be arbitrary orders. A Judge cannot merely say "Suit decreed" or "Suit dismissed". The whole process of reasoning has to be set out for deciding the case one way or the other. This infirmity in the present judgment is glaring and for that reason also the judgment cannot be sustained."

15. It is further submitted that the cause of action pertains to the year 2019 and the case was instituted in the year 2025, that is beyond the period of limitation prescribed for instituting a money suit, which aspect also the learned Customary Court failed to consider.

16. Summing up his submissions, learned Senior Counsel laid stress on the fact that the Customary Court assumed a jurisdiction that was not vested in it by law, and therefore, it was *coram non judice,* and any decree passed without jurisdiction is a nullity in the eye of law. In this regard, learned counsel has referred to the decision of the Hon'ble Apex Court in ***Kiran Singh and Others vs. Chaman Paswan and Others*, 1954 1 SCC 710** wherein it has been held as follows:

"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 II 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."

17. Learned Senior counsel has also relied upon the decision in ***Sushil Kumar Mehta vs. Gobind Ram Bohra*, 1990 1 SCC 193,** where it has been held as follows:

12. This Court has held that it is a well establishedprin- ciple that a decree passed by a court without jurisdiction is a nullity and the plea can be set up whenever and wherev- er the decree is sought to be enforced or relied upon, and even at the stage of execution or in collateral proceedings.

18. Mr. T. Kipa, learned counsel for the respondent No. 1, has submitted that the requirement of residence of the parties within the territorial jurisdiction of the Customary Court has been done away with by the amendment to Section 40 of the Assam Frontier (Administration of Justice) Regulation, 1945 (hereinafter referred to as "AFR"), effected by Section 27 of the Arunachal Pradesh Civil Courts Act, 2021 (hereinafter referred to as "the APCC Act, 2021"). It is submitted that the said amendment provides that the village authorities shall try all suits without limit of value in which both the parties are indigenous to the State of Arunachal Pradesh. Thus, there is no requirement that the parties should reside within the said village, submits learned counsel.

19. It is further submitted that the cause of action for the suit has partly arisen in Naharlagun as the agreement between the petitioner and the respondent No. 1 was executed in Naharlagun, as is evident from the signature of the Assistant Commissioner, Naharlagun appearing thereon and therefore, there is no illegality or irregularity arising from the fact that some of the judges of the Customary Court hail from villages other than Model Village, Naharlagun, inasmuch as the villages from which the said judges hail are also within Naharlagun. It is submitted that even though the execution of the work took place in KurungKumey district, since part of the cause of action arises in Naharlagun, the Customary Court, Modal village which is situated within Naharlagun Circle has the necessary jurisdiction, keeping in view the spirit of Section 20 CPC.

20. It is contended that in view of the above, the present revision is absolutely misconceived inasmuch as the remedy of appeal against an order of the Customary Court has been provided in Section 15(4) of the APCC Act, 2021, and instead of approaching the said appellate Court, the petitioner has sought to invoke the revisional jurisdiction of the High Court, which is impermissible in law. It is further contended that the objections as to jurisdiction, both pecuniary and territorial, not having been raised before the trial Court, the same cannot be raised in revision in view of the provisions of Section 21 of the Code of Civil Procedure, which is applicable in spirit to the proceedings before the Customary Court.

21. As far as the merits of the case is concerned, it is submitted that the Customary Court passed the judgment after conducting Mel hearing on three days and after examining five independent witnesses and therefore, there is no infirmity in that respect either.

22. The respondent No. 3, Circle Officer, Office of the Deputy Commissioner, Itanagar Capital Complex, Itanagar, has also submitted an affidavit-in-opposition taking the stand that the Customary Court has the jurisdiction to pass the impugned order and that the petitioner instead of availing of the provision for appeal under Section 15(4) of the APCC Act, 2021, has instead preferred the present revision application which is not maintainable.

23. I have duly considered the rival submissions and the relevant statutory provisions and guidelines.

24. Customary Court is defined in Section 2(d) of the APCC Act, 2021 as follows:

"2(d) "Customary Court" means Court of traditional council or authority of a village(s) indigenous to the State by whatever name called, and includes a court of village authority under Section 5 of the Assam Frontier (Administration of Justice) Regulation, 1945."

25. Section 2(f) of the AFR, 1945, which was introduced by way of an amendment (Act No. 4/2023) reads:

> "*(f) "Village Authority" means member(s) of traditional village council or inter-village territorial council or Apex Council by whatever name called including Head Gaon Bura, Head Gaon Buri, Gaon Bura, Gaon Buri and traditional village Head".*

26. Section 5(1) of the AFR, 1945 provides as follows:

"*5(1). The [Deputy Commissioner] shall appoint such persons as he considers to be the members of a village authority for such village or villages as he may specify and may modify or cancel any such order of appointment and may dismiss any person so appointed.*

(2) In any area for which no village authority has been constituted under the provisions of sub-section (1), the powers and functions of village authority as provided by this Regulation, shall be exercisable and performed by the [Deputy Commissioner] or by any [Assistant Commissioner] authorized by him in this behalf."

27. The above provision of Regulation 5(1) therefore provides that the Deputy Commissioner can appoint persons to be members of a Village Authority for such village or villages which would exercise jurisdiction over more than one village, as the use of the term "village or villages" would clearly indicate. In other words, the body of persons who have been appointed as Village Authority can exercise jurisdiction over more than one village, although the nomenclature of the Village Authority or Customary Court (which refers to the same entity) may reflect the name of a particular village, as in the present case. All it would mean is that the place of functioning the said Village Authority or Customary Court is in that village. Therefore, by necessary implication, the members or judges of the Customary Court can also be from different villages which are covered by the said Village Authority or Customary Court. No notification or order has been placed on record to show that the Customary Court, Model

Village, Naharlagun Circle, exercises jurisdiction only in respect of Model Village and no other.

28. The members of the Customary Court, Model Village, Naharlagun Circle, have presumably been appointed by the Deputy Commissioner in view of the provisions of Regulation 5(1) of the AFR, 1945, and therefore it must be regarded as a duly constituted Customary Court unless shown otherwise. There is no challenge to the constitution of the said Customary Court itself.

29. For the aforesaid reasons, I am of the view that there is no lack of authority on the part of the Customary Court, nor does any question of jurisdiction arise, merely because of the fact that some of the judges of the said Customary Court hail from villages other than Model Village, Naharlagun, Circle.

30. Before its amendment by way of Section 27 of the APCC Act, 2021, Regulation 40 of the AFR, 1945 read as follows:

"40. Powers of authorities: The village authorities shall try all suits without limit of value in which both the parties are indigenous to the Union Territory of Arunachal Pradesh and live within their jurisdiction and which are not submitted to arbitration under the provisions of Section 38. All other suits which are not submitted to arbitration under the provisions of Section 39 shall be tried by the Deputy Commissioner or an Assistant Commissioner."

31. However, after the aforesaid amendment, the said rule reads as follows:

"27(7) The Village Authority shall try all suits without limit of value, in which both the parties are indigenous to the State of Arunachal Pradesh."

32. Paragraph 7(a) of the Guidelines for the appointment of Gaonburahs in Arunachal Pradesh, 2025 provides "*the HGBs/GBs shall try all suits without limit of value, in which both the parties are indigenous to the State and live within the village."*

33. Since the requirement of residence within the village has been omitted by a statute i.e., 27(7) of the APCC Act, 2021, the provision of the Guidelines contrary thereto must yield to it. In other words, even if none of the two parties resided in the village(s) within the jurisdiction of the said Customary Court, it could try the suit between them provided the cause of the action or part thereof arose within its jurisdiction.

34. This brings us to the rival contentions regarding the cause of action pertaining to the dispute between the parties. According to the Respondent No. 1, and which fact is not disputed by the Petitioner, the agreement was executed between the parties at the Capital Complex in Naharlagun before the Assistant Commissioner, Naharlagun, and the said place of execution of the agreement lies within the Itanagar Municipality. The work itself was executed in Kurung Kumey District, over which the Customary Court, Model Village, Naharlagun has no jurisdiction. Furthermore, the Defendant's place of residence is within a

municipal area, as the Notification of 1st of June, 2012 issued by the Govt. of Arunachal Pradesh constituting municipal wards for Itanagar Municipality includes the localities wherein the parties respectively reside and find mention at Sl. No. 19 and 22 as follows:

> *19. Pappu Nallah/Oju Mission, Royal International School area, Press Colony, Royal International School area, Press Colony, Papu Hill.*
>
> *22. Polo Colony, Upper 'D' Sector, ;D' Sector Court area.*

35. Evidently, the territorial jurisdiction of a Customary Court/Village Authority, which may be constituted for a village or a number of villages, cannot transgress the boundaries of a municipality.

36. Regulation 52 of the AFR, 1945 provides that the Code of Civil Procedure will be applicable only in spirit, and reads as follows:

"*52.* ***Act IX of 1908****: The High Court, the Court of Deputy Commissioner, Assistant Commissioner shall be guided by the spirit, but shall not be bound by the letter of the Code of Civil Procedure, 1908 and shall follow subject to any express provisions of these rules, the principles of the Indian Limitation Act, 1908, in disputes between persons who are not indigenous to the Union Territory of Arunachal Pradesh."*

37. Section 20 of the Code of Civil Procedure, 1908 reads as follows:

"***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 work for gain, as aforesaid, acquiesce in such institution; or*

(c) *the cause of action, wholly or in part, arises."*

38. Therefore, in a case such as the present one, which is a money suit, it must be instituted either where the defendant, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain, or where the cause of action, wholly or in part, arises. Although the Code of Civil Procedure is a procedural law, certain provisions therein, such as Section 20, also deal with substantive rights by designating the place where a suit may be instituted, to the exclusion of others. When a substantive provision of law is involved, there is hardly anything to distinguish between its letter and its spirit. Even if one is to contend that the spirit of Section 20 CPC is to be followed while ignoring its letters, there is no

escape from the conclusion that the suit in question can be instituted only where the defendant resides or works, or where the cause of action or part thereof arises. Any interpretation to the contrary which would leave the parties free to choose any forum of their liking would create havoc. As already discussed hereinabove, neither does the defendant reside within the territorial jurisdiction of the Customary Court, being a resident of a municipal area, nor has the cause of action or any part thereof arisen within such territorial jurisdiction of the Customary Court, the same having arisen partly within the Itanagar Municipality and partly within Kurung Kumey District. Therefore, the said Customary Court completely lacked jurisdiction to entertain the claim of the respondent No. 1.

39. In view of the aforesaid factual matrix and the law as laid down in *Kiran Singh* (supra) and *Sushil Kumar Mehta* (supra), there cannot be any other conclusion except that the Customary Court, Model Village, Naharlagun has acted wholly without jurisdiction and, consequently, the impugned judgment/decree/order is a nullity. Merely because the petitioner/defendant did not raise any objection with regard to jurisdiction in the proceedings (exparte) in terms of Section 21 CPC, the said fact cannot confer legal sanctity to the judgment which is nullity.

40. Further to that, a perusal of the impugned judgment dated 26.08.2025 passed in Money Suit No. 01 of 2025 reflects that the Plaintiff therein (that is, the Respondent No. 1 herein) neither examined himself as a witness, nor did he adduce any documentary evidence in respect of the transaction out of which his claim for the amount awarded by the Customary Court has arisen. Although the learned Court examined five witnesses, it appears that none of them were privy to the actual transaction whereby the present Petitioner allegedly received ₹5 Crore from the Respondent No. 1 for joint partnership in the PMGSY road construction project. All of the statements pertaining to the transaction emanating from the aforesaid five witnesses, as reflected in the impugned judgment, appear to be hearsay evidence, and the decision of the Customary Court appears to be based on the findings of a third party, as adverted to hereinbefore.

41. From the above, it appears to be a case of no evidence, which leads this Court to hold the impugned judgment to be a perverse one, in addition to being a nullity on account of inherent lack of jurisdiction. Existence of a provision under Section 15(4) of the APCC Act, 2021 does not bar the intervention of the High Court in exercise of the power under Article 227 of the Constitution of India, where the judgment or decree suffers from perversity or is a nullity.

42. Consequently, the impugned judgment and order dated 26.08.2025 passed by the Customary Court, Model Village, Naharlagun, in Money Suit/Complainant Case No. 01/2025 is hereby set aside.

43. The respondent No. 1 is at liberty to pursue his legal remedies before the appropriate forum, subject, of course, to the laws of limitation as may be applicable.

44. The petition stands allowed.

JUDGE

Comparing Assistant