IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO. 548 OF 2026

Suresh Jaising More ..Applicant

Versus

Suresh Pandurang Jadhav & ors. ...Respondents

Mr. Jagannath S Pawar, for the Applicant.

CORAM : N. J. JAMADAR, J.
DATE : 13th OCTOBER 2026

ORDER :-

1. Heard, Mr. Jagannath Pawar, the learned Counsel for the Applicant.

2. This Civil Revision Application is directed against an order dated 12th December, 2025 passed by the learned Judge, City Civil Court whereby the Chamber Summons No. 28/2023 taken out by the applicant – Defendant No.1 for the rejection of the plaint under the provisions of Order VII Rule 11 of the Code of Civil Procedure, 1908, came to be dismissed.

3. Mr. Jagannath Pawar, the learned Counsel for the applicant, would submit that, the rejection of the plaint was sought on the ground that, the plaint does not disclose a cause of action. The purported Memorandums of Understanding

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executed by the Defendant No.1 in favour of the plaintiff are false and, by themselves, do not sustain the claim of the plaintiff. The plaintiff has instituted the suit by taking undue advantage of his position as a real estate agent, submitted Mr. Pawar.

4. The substance of the claim of the plaintiff, as is evident from the averments in the plaint and the documents annexed thereto, is that, in consideration of the services rendered by the plaintiff to the defendants in securing redevelopment projects and the prospective purchasers for the units in the buildings constructed/redeveloped by the defendants, the defendants had agreed to transfer a one BHK flat and pay a certain amount and till the transfer of the said flat and payment of the amount, allow the plaintiff to occupy a shop premises, being Gala No. 101, 'B' Wing, Building No. 87, Kanamwar Nagar, Vikroli, Mumbai. The transaction was evidenced by two Memorandums of Understanding dated 23rd August, 2021 and 26th July, 2022. However, the defendants have reneged from their promises and threatened to dispossess the plaintiff. Hence the plaintiff was constrained to institute the suit seeking a declaration that, the said MoU's dated 23rd August, 2021 and 26th July, 2022 were

legal, valid, subsisting and binding on the defendants and the consequential relief of injunction.

5. In the face of the aforesaid nature of the suit claim supported by the Memorandums of Understanding, which plainly bear out the purported transaction between the plaintiff and the defendants, it would be naive to urge that, the plaint does not disclose a cause of action. Whether the said Memorandums of Understanding are legal and valid ? Whether those documents create an enforceable contract ? Would the plaintiff be entitled to the reliefs on the basis of those Memorandums of Understanding, are the matters for adjudication at the trial.

6. Thus, the learned Judge, City Civil Court was well within his rights in holding that, the plaint was not liable to be rejected on the ground that it did not disclose a cause of action.

7. This Court does not find that, there is any jurisdictional error or material irregularity in exercise of jurisdiction by the trial Court so as to warrant exercise of revisional jurisdiction.

8. The Civil Revision Application, thus, stands dismissed.

[N. J. JAMADAR, J.]