

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

INTERIM APPLICATION NO. 2737 OF 2025

IN

SUIT NO. 665 OF 2020

Indian Oil Limited

...Applicant/Defendant

V/s.

1(a)Kiran Mayur Daftary

...Respondent/Plaintiff

WITH

SUIT NO. 665 OF 2020

Mr. Sunil Gangan with Mr. S. M. Seegarla i/b RMG Law Associates for the Applicant/Defendants.

Mr. Mandar Soman with Mr. Vachan Bodke i/b V & M Legal for the Respondent/Plaintiff.

CORAM : ABHAY AHUJA, J.

DATE : 8th APRIL, 2026

PC. :

1. This Application seeks revocation of leave granted under Clause XII of the Letters Patent Act, 1886 on the ground that the same was erroneously granted despite the Suit being a suit for land.

2. When the matter is called out, Mr. Gangan, learned Counsel appearing for the Applicant-Defendant submits that the Suit has been filed for an order and decree directing the Defendant to hand over the vacant peaceful possession together with structure standing thereon the premises i.e. non agricultural land situated at district Rajkot, Jilla Wankaner, village Tikriyala, Survey No. 23, Acre – 36 gunthas and for consequential reliefs.

3. Mr. Gangan submits that it is settled law as has been observed in the case of *Kanchan Dayal Shewakramani & Ors Vs. Benchmark Town Planning LLP & Ors.*¹, that the Suit for possession of land, is a Suit for land for which Clause XII leave cannot be granted.

4. Mr. Gangan submits that as can be seen in the facts of this case that the land in respect whereof the vacant possession is being sought is situated at Rajkot, in the State of Gujarat, which is outside the jurisdiction of this Court and therefore, the Suit being a suit for land, Clause XII of the Letters Patent would not be applicable.

5. Mr. Gangan submits that just because the Applicant/Defendant-Company is having its registered office in Mumbai or that the Respondent/Plaintiff had rented out the Suit premises situated at Rajkot to the Applicant/Defendant on lease rent for a period of 20 years as per the registered deed executed, entered into and registered at Mumbai and both the parties were to strictly abide by and comply with the terms and covenants of the agreement and that the lease period has expired and the statutory notice to return the possession has been received, would not justify the grant of leave under Clause XII of the Letters Patent as admittedly the suit property is situate at Rajkot in

¹ Chamber Summons(L) No. 1472 of 2018 in Suit (L) No. 1320 of 2018 dated 11th October, 2018.

the State of Gujarat, outside the jurisdiction of this Court, from where the possession is to be obtained. That, therefore, even if a part of cause of action may said to have arisen within the jurisdiction of this Court, the Suit being a Suit for land, Clause XII of the Letters Patent would not apply as the entire suit land is outside the jurisdiction of this Court and only if the entire suit land is within the jurisdiction of this Court, the Suit could have been instituted in this Court. Mr. Gangan submits that leave under Clause XII of the Letters Patent only become applicable when part of cause of action arises within the jurisdiction of this Court and not in the case of this nature where the Suit is a suit for land as has been borne out from the facts of the case.

6. Mr. Gangan submits that, therefore, the leave granted by this Court on 18th January, 2000 be revoked and the Plaint be returned under Rule 283 of the Bombay High Court (Original Side) Rules, 1980 to be presented before the appropriate Court in Rajkot.

7. Mr. Soman, learned Counsel appearing for the Respondent / Plaintiff, while being aggrieved that the Application has been rather belatedly filed 25 years after the institution of the Suit, fairly submits that in view of law that is settled, the Suit would be a suit for land and this Court may pass appropriate orders in the matter.

8. I have heard the learned Counsel and considered the submissions.

9. For the sake of convenience, Clause XII of the Letters Patent is usefully quoted as under:-

“XII. 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 supplied)

10. A bare perusal of the said provision and in particular the emphasized portion clearly indicates that this Court in exercise of its ordinary original civil jurisdiction is empowered to receive, try and determine the suits of every description and in the case of suits for land or other immovable property in cases where said land or property is

situated within the local limits of the ordinary original jurisdiction of this Court and in all other cases if the cause of action shall have arisen either wholly or if in part within the local limits of the ordinary original jurisdiction of this Court then with leave of this Court having been first obtained.

11. It is, therefore, clear from the aforesaid that in the case of a suit for land until and unless the entire land or immovable property is situate within the jurisdiction of this Court, the Suit cannot be filed nor would Clause XII of the Letters Patent apply. It is only when part of cause of action has arisen within the jurisdiction of this Court, that with prior leave granted, this Court would have jurisdiction to entertain, try and dispose of the Suit.

12. The prayers as sought in the Suit are for recovery of possession of land situate at Rajkot and therefore, although the lease deed was registered in Mumbai and although the Applicant-Defendant has its registered office in Mumbai, the same would be immaterial as the suit is a Suit for land situate outside the jurisdiction of this Court to which Clause XII of the Letters Patent Act would have no application.

13. Accordingly, this Court is inclined to allow the Application in terms of prayer Clause (a), which reads thus:-

“(a) that this Hon’ble Court be pleased to revoke, quash and set aside the Leave granted under Clause-XII of the Letters Patent Act, vide order dated 18th January, 2000.”

14. Ordered accordingly. The Plaint in the Suit be returned under Rule 283 of the Bombay High Court (Original Side) Rules, 1980 to be presented to the Court in which the Suit should have been instituted.

15. The Interim Application accordingly stands allowed and disposed as above.

(ABHAY AHUJA, J.)