



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

CIVIL REVISION APPLICATION NO.17 OF 2025

APPLICANT

Ori. Def. No.1

:- Mr. Balkrishna S/o Babanrao Gavhankar Aged about 57 years, Occ: Business, R/o: Plot No.49, Darshan Apartment, Sarvodaya nagar, Ranapratap nagar, Nagpur – 440022
 Mob: 8999783585

..VERSUS..

RESPONDENTS

Ori. Plaintiff

Ori. Def. No.2

Deleted as per Court's order
 dt. 16.03.2026

Ori. Def. No.3

Deleted as per Court's order
 dt. 16.03.2026

Ori. Def. No.4

Ori. Def. No.5

- 1 Smt. Pournima W/o Prakash Naikwade aged about 63 years, Occ: Retired, R/o: Behind Nandanwan Bus Stop, Nandanwan, Nagpur-440009
- 2 Manohar S/o Ramchandra Kamble (deleted)
 Aged about 63 years, Occ: Not known
 R/o: Plot No.3, Indraprastha nagar, Tilak Board, Varora, Tah. Varora, Dist. Chandrapur.
- 3 Mr. Narendra S/o Digambar Pazare (deleted)
 Aged about 63 years, Occ: Not Known
 R/o: Ward No.4, Indira nagar, Qtr. No.22, Mhatardevi, Dhugus, Dist. Chandrapur.
- 4 Khushal S/o Chandrashekhar Mudliyar Aged about 26 years, Occ: Not Known, R/o: Plot No.40, Deshmukh Apartment, Main Road, Dattatray Nagar, Nagpur 440024.
- 5 Sanjay S/o Ramchandra Taksande Aged about 65 years, Occ: Not Known,

R/o: Plot No.60, Vinoba Gram Housing Society, Indraprastha Nagar, Ranapratap nagar, Nagpur – 440022.

Ori. Def. No.6

6 Sanjay S/o Rushiraj Khobragade Aged about 64 years, Occ: Not known, R/o: Plot No.64, House No.136, Near Old Jeevan School, Parvati nagar, Nagpur – 440027.

Ori. Def. No.7

7 Narendra S/o Haribhau Madke Aged about 48 years, Occ: Cultivator, R/o: Post Davlapur, Tah. Katol, Dist. Nagpur - 441302

Ori. Def. No.8

8 Sanjeevani W/o Sanjay Nimje Aged about 42 years, Occ: Not Known, R/o: Plot No.75, Vyankatesh City-2, Opposite Swami Samarth Mandir, Besa-Ghogli Road, Besa, Nagpur-440034.

Mr. P A. Teni, Advocate for Applicant.

Mr P. P. Salunkhe, Advocate for the Respondent No.1.

CORAM : ROHIT W. JOSHI, J.

DATE : 17.04.2026

J U D G M E N T :

1) The present revision application is filed in order to challenge order dated 15.11.2024 passed by the learned 4th Joint Civil Judge, Senior Division, Wardha, on application at Exhibit 31 in Special Civil Suit No.5 of 2024. The said application was filed for rejection of plaint. The suit is

subsequently transferred to the Court of the learned Civil Judge, Senior Division at Arvi and is renumbered as Special Civil Suit No.104 of 2025.

2) The respondent/plaintiff prayed for cancellation of sale deed dated 04.12.2019 executed by her in favour of the defendant with respect to an immovable property at Nagpur. Likewise, the plaintiff also prayed for cancellation of agreement dated 20.10.2020 and Memorandum of Understanding (MOU) dated 22.11.2022, both of which have been executed at Nagpur. Both these documents however pertain to properties which are situated at Wardha.

3) The contention in the application for rejection of plaint is that the sale deed cannot be set aside merely because entire sale consideration, as alleged by the plaintiff, is not paid. As regards the agreement and MOU, it is stated that the suit for cancellation of agreement is not a suit for land and as such the suit will have to be filed at the place where the defendant resides which is at Nagpur or where the cause of action arises, which has also arisen at Nagpur, where the agreement and MOU have been executed and amount in

terms of the said two documents is paid by the plaintiff to the defendant. The learned advocate for the defendant contends that no part of cause of action has arisen at Wardha.

4) The learned advocate for the respondent/plaintiff draws attention to Sections 16 and 17 of the Code of Civil Procedure, 1908 and contends that the suit is filed for cancellation of sale deed in relation to property situated at Nagpur and for cancellation of agreement and MOU with respect to properties situated at Wardha and therefore Courts at Nagpur and Wardha both will have the jurisdiction. He therefore contends that the suit is therefore rightly filed at Wardha.

5) As regards the contention that the sale deed cannot be cancelled merely because entire sale consideration is allegedly not paid, in the present case, the plaint cannot be rejected on this ground, since there is an alternate prayer for payment of sale consideration. The suit will certainly be maintainable with respect to the prayer for payment of consideration allegedly not paid by the plaintiff to the defendant.

6) As regards the contention with respect to territorial jurisdiction, even if the Court at Wardha does not have the jurisdiction, the plaint cannot be rejected, at best, it can be ordered to be returned to the Court of competent jurisdiction.

7) The application for rejection of plaint with respect to territorial jurisdiction is treated as application for return of plaint with the consent of learned advocates and the matter is heard with respect to merits of territorial jurisdiction with their consent.

8) It is well settled that a suit for cancellation of agreement, pertaining to an immovable property, is not a suit for land. The suit is based on contract. Territorial jurisdiction with respect to such suit will therefore be governed by Section 20 and not by Section 16 of the CPC. The suit is essentially in relation to a contractual dispute, which will have to be filed at the place where the cause of action wholly or in part arises or at the place where the defendant resides. It is not in dispute that the defendant resides at Nagpur and that entire cause of action namely i.e. execution of agreement, payment of consideration etc., with respect to the

agreement and MOU has arisen at Nagpur. As such the Wardha Court will not have the territorial jurisdiction with respect to prayers for cancellation of agreement and MOU.

9) As regards the prayer for cancellation of sale deed with respect to property at Nagpur the said sale deed is executed and registered at Nagpur. In view of the aforesaid, it is obvious that cause of action with respect to the property at Nagpur has arisen at Nagpur.

10) In view of the aforesaid, Civil Revision Application is partly **allowed** in the following terms:-

I. Order dated 15.11.2024 passed by the learned 4th Joint Civil Judge, Senior Division, Wardha in Spl. Civil Suit No.05 of 2024 below Exhibit 31 is quashed and set aside.

II. Prayer for rejection of plaint is rejected, however, plaint is ordered to be returned to the plaintiff for presentation before the Court of Civil Judge, Senior Division at Nagpur.

(ROHIT W. JOSHI, J.)