



2026:DHC:4487



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Reserved on: 10.02.2026

Pronounced on: 19.05.2026

Uploaded on: 19.05.2026

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FAO 59/2021

RAKESH NAYAR & ORS.

.....Appellants

Through: Mr. Nikhil Malhotra and Ms. Poorna,
Advocates

Versus

M/S ABW-SUNCITY

.....Respondent

Through: Mr. Siddharth Mittal, Mr. Abhijeet
Varshney and Ms. Shilpa G. Mittal,
Advocate for respondent no. 1
Mr. Anshu Mahajan and Mr. Bikas
Aggarwal for respondent no. 2 and 3.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

JUDGMENT

1. The present appeal is directed against the order dated 12.02.2020 passed by the Trial Court whereby the application preferred by the respondents raising an objection as to territorial jurisdiction and seeking return of the plaint came to be allowed.
2. Briefly stated, the appellants/plaintiffs instituted the suit before this Court being CS(OS) 2022/2015 seeking declaration and consequential reliefs in relation to apartment bearing No. C-1401, Tower-C, in the project "La Lagune", situated at Gurgaon, Haryana, admeasuring approximately



3160 sq. ft. (hereinafter referred to as the 'suit property'). The said suit thereafter came to be transferred to the District Court consequent upon enhancement of pecuniary jurisdiction in terms of the Delhi High Court (Amendment) Act, 2015 vide order dated 15.02.2016 passed by this Court.

As per the case set up in the plaint and reiterated in the present appeal, the appellants have claimed jurisdiction of Courts at Delhi by contending that suit property was booked with Respondent No.1/developer for a total sale consideration of approximately Rs.2,06,54,280/- and the transaction in question was negotiated through the office of Respondent No.1 situated at Connaught Place, New Delhi. It was also averred that the respondents were carrying on business within the territorial jurisdiction of Delhi Courts. The appellants further claim that the initial allotment letter in respect of the suit property was issued from the Delhi office of Respondent No.1.

3. The respondents contested the suit and also questioned the territorial jurisdiction of the Courts at Delhi. It was claimed that no cause of action had arisen in Delhi as Agreement to Sell and other allied documents in favour of respondent no.2 were executed in the State of Haryana. The consequent conveyance deed was executed and registered with the office of Sub-Registrar at Gurgaon.

4. By virtue of the impugned order, the Trial Court held that the dispute in question substantially concerned adjudication of rights and interests arising out of transactions relating to immovable property situated at Gurgaon, Haryana and that the principal relief sought by the appellants was declaration that the conveyance deed and allied transfer-related documents in respect of the suit property that were executed at Gurgaon, be declared null and void. The Trial Court further observed that the Agreement,



affidavits, indemnity bonds and conveyance deed forming the basis of the dispute had been executed in relation to the Gurgaon property and that any adjudication upon the validity of such documents would necessarily entail determination of rights and interests in immovable property situated outside the territorial jurisdiction of Delhi Courts. Consequently, the Trial Court held that the Courts at Delhi lacked territorial jurisdiction to entertain the suit and accordingly directed return of the plaint for presentation before the Court of competent territorial jurisdiction.

5. Learned counsel for the appellants assails the impugned order by reiterating the same contentions. Additionally, it is contended that the appellants have claimed that in the intervening night of 17/18.04.2014 while the appellant was on his way to IGI Airport, he was made to sign the ATS and allied documents. It is argued that the aforesaid facts constituted material parts of the cause of action and were sufficient to confer territorial jurisdiction upon the Delhi Courts. It is argued that the suit is not one seeking possession of immovable property and that the reliefs claimed by the appellants were capable of enforcement through the personal obedience of the defendants. Reliance in support of the aforesaid submissions has been placed upon the decisions in Adcon Electronics Pvt. Ltd. v. Daulat¹, S. Kumar Investment & Properties v. D.D. Resorts Pvt. Ltd.², Karan Mahendru v. Vatika Plantations Pvt. Ltd.³ and Sidharth Choudhary v. Mahamaya General Finance⁴.

¹ 2001 (7) SCC 698

² 2009 (113) DRJ 518

³ 2004 IV AD(Delhi) 273.

⁴ 80 (1999) DLT 460



6. *Per contra*, learned counsel appearing for the respondents also reiterates its objections to territorial jurisdiction and defends the impugned order. He submits that the entire subject matter of the dispute pertains to rights and interests in respect of immovable property situated at Gurgaon, Haryana. Learned counsel submits that the principal relief sought by the appellants is declaration that the conveyance deed and allied documents relating to the suit property are null and void and, therefore, the suit squarely falls within Section 16(d) CPC. Reliance has been placed upon the decisions in Harshad Chiman Lal Modi v. DLF Universal Ltd.⁵, Vipul Infrastructure Developers Ltd. v. Rohit Kochhar⁶, Priyanka Vivek Batra v. Neeru Malik⁷ and Col. Kalyan Singh v. Wimpy International Ltd⁸.

7. I have heard learned counsel for the parties and perused the record. At the outset, it becomes necessary to examine the true nature and substance of the reliefs sought by the appellants in the underlying suit. A perusal of Prayer Clause (A) reflects that the appellants seek a decree declaring the conveyance deed dated 28.10.2014 registered before the office of the Sub-Registrar, Gurgaon, as also various transfer-related documents including the Agreement to Sell dated 10.03.2014, assignment deed, affidavits, indemnity bonds and allied documents executed in relation to the suit property, to be null and void. The consequential reliefs claimed in the plaint are dependent upon adjudication of the validity of the said documents forming part of the chain of transactions concerning the suit property.

⁵ (2005) 7 Supreme Court Cases 791

⁶ 2005 SCC OnLine Del 476

⁷ 2008 (154) DLT 354

⁸ 2016 (229) DLT 772



8. The present suit is, therefore, not confined to a simpliciter claim for enforcement of contractual obligations, but substantially concerns adjudication upon the validity and effect of conveyance and transfer-related documents pertaining to immovable property situated at Gurgaon, Haryana.

Any adjudication upon the validity of the said documents would necessarily affect rights and interests arising out of transactions concerning the suit property and would also have consequences upon records maintained before the authorities at Gurgaon.

9. The record further reflects that an Agreement to Sell (ATS) dated 10.03.2014 came to be executed at Gurgaon between Mr. Rakesh Nayar and Mrs. Babita Nayar, being the original allottees/sellers (the appellants herein), and respondent no. 3, Mrs. Aprajita Saigal, being the purchaser, in respect of the suit property. The record further reflects that the original allottees had also executed a Special Power of Attorney authorising Mr. Manish Ghai (respondent no. 2) to execute documents in relation to the allotment/transfer of the suit property. The said ATS was executed at Gurgaon and pertained to rights and interests in the suit property situated therein. Clause 13 of the said agreement specifically stipulated that disputes arising therefrom would be subject to the jurisdiction of the Courts at Gurgaon. Thereafter, various documents pertaining to the suit property, including affidavits, indemnity bonds, transfer-related documents and other ancillary instruments, came to be executed in relation thereto. The appellants allege that during the course of subsequent dealings, Respondent No.2 became involved in the transactions concerning the suit property. Eventually, a conveyance deed in respect of the suit property came to be executed and registered at Gurgaon.



10. The appellants have sought to invoke the jurisdiction of the Delhi Courts primarily on the basis that the initial allotment letter had been issued from the Delhi office of Respondent No. 1 and that certain dealings and interactions between the parties had taken place through the said office. This premise is fallacious, as it is not the allotment by Respondent No. 1 which is under challenge, but it is the subsequent sale by the appellant to Respondent No. 2, for which the entire chain of transfer documents was executed at Gurgaon. The appellant has sought to circumvent this challenge by emphasizing the allotment aspect.

11. To overcome the impugned order, the appellant has taken an additional plea that the impugned documents were signed by him during the intervening night while he was proceeding towards IGI Airport, New Delhi, which is found to be conspicuously absent both in the plaint as well as in the reply filed by the appellant before the Trial Court.

12. While determining the issue of territorial jurisdiction under Section 16 CPC, the Court is required to examine the substance of the reliefs claimed and the real nature of the controversy, and not merely isolated facts pleaded to create a jurisdictional nexus with Delhi. This Court also cannot overlook the inconsistencies apparent from the appellants' own case regarding the dates and circumstances surrounding the execution of the impugned documents. While the appellants have sought to allege coercion and disputed circumstances in relation to events allegedly occurring on 17/18.04.2014 while proceeding towards IGI Airport, New Delhi, several of the documents sought to be challenged by the appellants, including the Agreement to Sell dated 10.03.2014, the affidavits dated 11.03.2014, the indemnity bonds dated 11.03.2014, and the assignment deed dated 11.03.2014, had



admittedly already been executed more than a month prior thereto. Prima facie, as noted above, the said plea appears to have been projected subsequently in an attempt to create a jurisdictional connection with Delhi and does not alter the essential nature of the suit, which substantially concerns transactions and rights arising out of documents executed with respondent no. 2 in respect of the suit property situated at Gurgaon, Haryana. The issue, therefore, is required to be examined in light of the principles governing Section 16 CPC and the distinction consistently drawn by Courts between suits simpliciter seeking enforcement of contractual obligations and suits substantially involving adjudication upon rights and interests in immovable property.

13. The appellants have heavily relied upon the decisions aforementioned in support of the contention that the proviso to Section 16 CPC would apply where the relief claimed can substantially be enforced through the personal obedience of the defendants since no relief of possession is sought. This Court has considered the judgments relied upon by the appellants. However, the said decisions were rendered in the context of suits where the principal reliefs claimed were substantially enforceable through the personal obedience of the defendants, including suits for simpliciter specific performance and contractual enforcement. In Adcon (Supra) the Supreme Court explained the distinction between a suit for specific performance and a suit involving adjudication upon rights and interests in immovable property while interpreting the scope of Section 16 CPC and the proviso appended thereto. Similarly, in S. Kumar (supra) and Rohit Kochhar (supra) the Courts were dealing with cases where the plaintiffs were either already in possession of the property or the reliefs claimed were confined to



enforcement of contractual obligations without any substantive challenge to conveyance or title documents.

14. The present case stands on an entirely different footing. A perusal of Prayer Clause (A) reflects that the appellants seek declaration that the conveyance deed dated 28.10.2014 and various transfer-related documents executed in respect of the suit property are null and void. The challenge is not confined to enforcement of a contractual obligation, but extends to the validity of the entire chain of transfer documents concerning the suit property situated at Gurgaon, Haryana. Any adjudication upon the validity of the said documents would necessarily affect rights and interests in immovable property situated outside Delhi and would also have consequences upon records maintained before the authorities at Gurgaon. The dominant purpose of the suit is, therefore, adjudication upon the validity and effect of conveyance and transfer-related documents concerning the suit property.

15. In this context, the judgment of the Supreme Court in Harshad Chiman Lal Modi (*supra*) assumes significance. The Supreme Court categorically held therein that where the dispute substantially concerns rights and interests in immovable property, the suit would be governed by Section 16 CPC and must be instituted before the Court within whose territorial jurisdiction the property is situated. Similar principles were reiterated by this Court in Priyanka Vivek Batra(*supra*) wherein it was observed that a suit seeking declaration of rights and interests in immovable property situated outside Delhi would squarely fall within Section 16(d) CPC. The Court further held that grant of such declaration would necessarily affect records maintained before authorities outside Delhi and, therefore,



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such relief could not be said to be entirely obtainable through the personal obedience of the defendants within the meaning of the proviso to Section 16 CPC.

16. The dominant purpose of the suit, viewed from the reliefs claimed and the bundle of documents forming the basis thereof, is declaration/cancellation of conveyance and transfer-related documents affecting rights and interests in immovable property situated at Gurgaon, Haryana. The present suit, therefore, squarely falls within the ambit of Section 16(d) CPC and not within the proviso appended thereto.

17. This Court finds no infirmity, illegality or perversity in the impugned order dated 12.02.2020 warranting interference in appellate jurisdiction.

18. The appeal is accordingly dismissed.

19. pending applications, if any, stand disposed of.

**MANOJ KUMAR OHRI
(JUDGE)**

MAY 19, 2026