

**CS 758/19**

**NITIN KUMAR RANA Vs. SANJEEV CHAUDHRY**

20.11.2025

Present : Sh. Saroj Kumar Jha, Ld. Counsel for plaintiff.  
Sh. Lalit Yadav and Ms. Bhim Jyoti, Ld. Counsels for defendant.

Arguments on the application for condonation of delay in filing the application filed under Order 37 Rule 3(7) CPC heard.

There is a delay of three days in filing the present application. It is submitted that defendant received summons for judgment on 23.01.2024 and contacted his counsel, but because of Republic Day arrangements, he could not come to Delhi and on 28.01.24, a family member of the defendant expired. Ld. Counsel submits that he was also suffering from ailment and has filed his medical certificate. On 31.01.24, the grandmother of the wife of Ld. Counsel expired.

The limitation for filing the leave to defend application expired on 02.02.2024 and the application was filed on 07.02.2024 as reflected in the order sheet dated 29.02.2024. Thus, there is a delay of five days in filing this application.

Considering the grounds as mentioned hereinabove, the application is allowed and delay is condoned.

Application stands disposed of.

Arguments on the leave to defend application heard.

The plaintiff has filed the present suit under Order 37 CPC pleading interalia that the defendant approached him for a friendly loan of Rs.4 lacs at his house with a promise to return it after 6 months. He executed an agreement dated 03.05.16 and also issued a cheque for the

loan amount bearing no. 000117 of Vaishya Bank Ltd. and mortgaged his property situate in the area of Barot, Burhana Marg. The defendant failed to repay the loan within the stipulated period and when the plaintiff presented the said cheque for encashment, it was dishonoured.

The plaintiff persuaded the defendant who asked for more time to repay the loan and upon mutual agreement, another agreement was executed between the parties on 05.06.17 at Ghaziabad and the defendant issued another cheque bearing no. 276603 drawn on Syndicate Bank for a sum of Rs.4 lac. The defendant again failed to repay the loan amount and thus, the plaintiff presented the said cheque which was again returned unpaid with remark 'contact drawer/drawee bank' vide return memo dated 14.01.2019. Thus, the plaintiff filed the present suit on the basis of the said agreement.

Ld. Counsel for the defendant, in support of his application for leave to defend has submitted that this court has no territorial jurisdiction since the agreement relied upon by the plaintiff was executed at Ghaziabad, UP and the defendant is also a resident of Distt. Baghpat, UP. It is further submitted that the second cheque has also been issued from Ghaziabad branch of Syndicate bank and therefore, this court has no territorial jurisdiction as no part of cause of action ever arose within the jurisdiction of this court.

It is further submitted that defendant never had any account with Syndicate Bank, DPS Ghaziabad, UP from where the second cheque no. 276603 has been issued and has claimed that the said cheque is forged.

Apart from the aforesaid, it has also been pointed out that the plaint is not in consonance with the law since neither it has any paragraph regarding cause of action or of pecuniary and territorial jurisdiction. Furthermore, it has not been verified in terms of Order 6 Rule 15 CPC and therefore, is not a plaint in the eyes of law. Hence, it has been prayed that defendant be granted unconditional leave to defend.

*Per contra*, Ld. Counsel for the plaintiff submits that since the payment of the loan amount was made at the house of the plaintiff at Delhi, this court has territorial jurisdiction. However, it is a controversial issue since the agreement relating to the said transaction i.e. the first agreement was also executed at Ghaziabad. The property mortgaged also falls in UP.

It was also pointed out by Ld. Counsel for defendant that the present suit is barred by limitation since the first agreement was executed on 19.04.16 and the present suit has been filed on 30.09.2019 i.e. beyond a period of 3 years. However, it is pertinent to mention that the second agreement was executed on 05.06.17 i.e. within three years of execution of the first agreement. Therefore, in terms of Section 18 of the Limitation Act, 1963 a new limitation would commence w.e.f. 05.06.17 and the present suit having been filed on 30.09.19 is held to be within limitation.

Admittedly, the defendant is a resident of District Baghpat, UP, the second agreement dated 05.06.17 was also executed at Ghaziabad, UP and the second cheque alongwith the second agreement had also been issued from a bank situate at Ghaziabad, UP. Therefore, a valid defence regarding territorial jurisdiction of this court has been raised. The plaintiff has apparently invoked the jurisdiction of this court

on the basis of the fact that the said cheque was presented for encashment with his bank namely Bank of Baroda situate at Shahdara, Delhi. That may be a place of suing in a case under Section 138 NI Act, but in a suit the provisions of Section 20 CPC have to be invoked which says that the suit has to be filed either at the place where the defendant resides or works for gain or where cause of action or part cause of action arose.

In the instant case, the defendant is a resident of Baghpat, UP. The agreement which started the cause of action was also executed at Ghaziabad, UP. The suit could not have been based on the basis of cheque since the said cheque is dated 02.12.19 whereas the present suit had already been filed on 30.09.19. Hence, the cause of action or jurisdiction of this court could not have been invoked on the basis of said cheque. Thus, there is apparently a dispute regarding territorial jurisdiction of this court.

Lastly, the fact pleaded by the defendant that he never had any account with Syndicate Bank, DPS School, Ghaziabad, UP and thus, the cheque is forged also raises a valid defence which requires trial.

It is also worth mentioning that the present plaint is defective in law since it is not verified nor contains the statutory paragraphs regarding territorial and pecuniary jurisdiction as well as cause of action. The leave is bound to be granted on this ground alone.

Thus, on the basis of the above discussion, I am of the view that defendant has been able to raise substantial triable issues, and therefore, he is granted unconditional leave to defend the present suit.

Application allowed and disposed of.

Let WS be filed within 30 days with advance copy to Ld. Counsel for the plaintiff who shall be at liberty to file replication also after supplying advance copy to Ld. Counsel for defendant.

Put up for completion of pleadings, admission-denial of documents and framing of issues on **22.12.2025**.

**(SANJAY SHARMA-I)**  
**Principal District & Sessions Judge**  
**Shahdara, KKD Delhi/20.11.2025**