

IN THE CO-OPERATIVE COURT AT NASHIK, DIST.NASHIK.
CC NO.702/2018

Shri.Bharat Laxman Sabale
R/o.Sonari, Tal.Sinnar, Dist.Nashik.

===Disputant

V/s.

S.T. Co-operative Bank Ltd.
Mumbai Branch, Wahatuk Bhavan,
Anandrao Nair Marg, Mumbai-400 008.
And Others.

===Opponents

ORDER BELOW EXH.16
(Dictated and pronounced on 08/04/2022)

1] This is an application filed by opponent No.1 & 2 u/o 7 Rule 11 of the Code of Civil Procedure 1908 for rejection of the plaint, on the ground that, the subject matter of this dispute is the loan transaction of opponent No.3 who is principal borrower and disputant is the surety for the said loan transaction. Disputed loan transaction is of the Mumbai Kurla Branch of the opponent No.1 bank. The loan documents were executed in Mumbai. Therefore, this dispute is not within the territorial jurisdiction of this Court. Hence, this dispute requires to be returned / rejected.

2] This application is objected by the disputant on the grounds more specifically mentioned in their reply at Exh.27, mainly on the ground that without obtaining any order from any of the competent Court, the opponent No.1 bank had started deduction from the salary of disputant. The S.T. Co-operative Bank, Branch at Nashik has started the deduction

from the salary of disputant. Disputant is working at Nashik. Therefore, this Court has territorial jurisdiction over the subject matter.

3] Heard learned advocate Shri.R.V. Walzade for opponent No.1 bank and learned advocate Shri.Jondhale for disputant at length.

4] Present dispute is filed by the disputant against the opponent bank for recovery of amount and for injunction on the ground that S.T. Co-operative Bank, Branch at Nashik, without obtaining any order from the competent Court, had started recovery of outstanding amount of loan of opponent No.3 from the salary of disputant. Till filing of this dispute, S.T. Co-operative Bank Branch at Nashik has deducted total amount of Rs.74,910/- from the salary of disputant and this dispute is filed for recovery of this amount and for injunction and declaration.

5] Let us take a quick look at law on the subject i.e. Section 16 of The Code of Civil Procedure 1908. For ready reference Section 16 of C.P.C. is reproduced hereunder:

“16. Suits to be instituted where subject-matter situate.-

Subject to the pecuniary or other limitations prescribed by any law, suits--

(a) for the recovery of immovable property with or without rent or profits;

(b) for the partition of immovable property;

- (c) *for foreclosure, sale or redemption in the case of mortgage of or charge upon immovable property;*
- (d) *for the determination of any other right to or interest in immovable property;*
- (e) *for compensation for wrong to immovable property;*
- (f) *for the recovery of movable property actually under distraint or attachment, shall be instituted in the Court within the local limits of whose jurisdiction the property is situate:*

Provided that a suit to obtain relief respecting, or compensation for wrong to, immovable property held by or on behalf of the defendant may, where the relief sought can be entirely obtained through his personal obedience be instituted either in the Court within the local limits of whose jurisdiction the property is situate, or in the Court within the local limits of whose jurisdiction the defendant actually and voluntarily resides, or carries on business, or personally works for gain.”

6] As per the contents of dispute application, the opponent No.1 bank has its branch at Nashik and the disputant is working at Nashik. The branch at Nashik of the opponent No.1 bank is deducting the amount from the salary of disputant at Nashik which is subject matter of this dispute, as such the cause of action to file this dispute is arose at Nashik and also opponent No.1 bank carries its business at Nashik through its

Branch at Nashik. Hence, in view of proviso to Sec.16 of the C.P.C., this Court has territorial jurisdiction upon the subject.

7] The opponent No.1 & 2 had filed this application u/o 7 Rule-11 of the C.P.C. on the ground that this dispute is not within the territorial jurisdiction of this Court. From plain reading of Rule-11 of Order 7, present application is not maintainable under Rule-11 Order-7 and plaint cannot be rejected on the ground of bar of territorial jurisdiction. The law governing this subject is Order 7 Rule 10 of the C.P.C. i.e. return of plaint for its presentation before proper Court. May as it be, the opponent No.1 bank doing its business in the territorial jurisdiction of this Court and the salary of disputant is attached by the Nashik Branch of opponent bank which is situated within the territorial jurisdiction of this Court. Hence, it is held that this Court has territorial jurisdiction to decide this dispute. Accordingly, I proceed to pass following order:

ORDER

- (1) Application Exh.16 is rejected.
- (2) Parties to bear their own cost.

Place:Nashik
Date:08/04/2022

(A.S.WANVE)
Judge,
Co-operative Court, Nashik.