

ORDER  
Read and Recorded.

**IN THE COURT OF CIVIL JUDGE JUNIOR DIVISION**

**SAONER**

Regular Civil Suit No. 8/2026

F.F. 07/02/2026

Tanaji .... V/s .... Chief Officer M.C. Saoner

**COMPOSITE WRITTEN STATEMENT, CUM REPLY TO THE  
TEMPORARY INJUNCTION APPLICATION**

The defendant begs to submit its composite written statement, cum reply to the temporary injunction application as under,

1. **As to para 1:** Contents of this para are denied in toto. It is denied that the plaintiff is the owner and possessor of Plot No. 1, Survey No. 657/1/2 bearing municipal property No.15760 at Saoner.
2. **As to para 2:** It is denied that plaintiff purchase plot No. 1 of survey No. 657/1/2 by means of sale deed dated 29/09/2022 as alleged. It is specifically denied that the said land was legally converted to non agricultural purposes in revenue case No. 37/NAA-48/2021 on 20/09/2021 as alleged. It is denied that the plaintiff purchased the same from his wife and others as mentioned in this para for Rs. 5,11,000/-. The dimension & its boundaries are denied in toto.
3. **As to para 3:** Mutation of the name of the plaintiff in the record of the defendant is the matter of the record but the said mutation is only for fiscal purposes & mere mutation does not



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prove the title of the plaintiff over the said property. Hence it is denied that due to the mutation the plaintiff has become absolute owner and possessor of the said property.

4. **As to para 4:** It is denied that the persons named in this para were/are the legal owner of khasara No. 656,657 & 658 & it was their ancestral properties. It is denied that in the year 1975 Narayanrao Bale demarcated the said land and sold some of the plots without sanction. Even today the said land is not legally converted to residential purposes.
5. **As to para 5:** Contents of this para are denied. It is denied that certain plots were unsold and Ashok Bale and others retained 8 plots admeasuring 1377.80sq.Mt as alleged.
6. **As to para 6:** It is denied that after the death of Narayan Bale Ashok and others became the owners of 8 plots admeasuring 1377.80sq.Mt. and out of it plaintiff purchased plot No. 1 as alleged. The title of revenue case NAA-48 itself suggests that the said land is not legally converted to residential purposes. It is denied that the suit property was demarcated as non agricultural land in 7/12 extract. It is denied that in the year 2008 Ashok Bale & others prepared anther layout map for unsold plots and sold it to different individuals and plot No. 1 was retained by him and then sold it to the plaintiff as alleged.
7. **As to para 7:** It is denied that Tahasildar has any powers to convert the land falling within the limits of municipal council from agricultural to residential. Firstly the land area which is

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reserved for for open space cannot be demarcated as residential plots nor the landlord has any rights to sell even an inch of open space the order of Tahsildar dated 20/09/2021 was duly cancelled and set aside by the order of Tahsildar only in Revenue case No. 09/NAA-48/2023-24 dated 10/11/2023. The plaintiff suppressed this fact from this court. Not only that the 7/12 extract which was illegally ordered to be carved out were also cancelled and set aside by Tahsildar himself. Hence the entire content of this para are denied in toto. It is absolutely false hence denied that Ashok Bale and others are in unobstructed possession of the field property since 1957.

8. **As to para 8:** It is denied that even today the plaintiff is legal owner and possessor of the suit plot & hence rest of the contents of this para are denied.
9. **As to para 9:** The so called assessment copy and tax receipt is inconsequential and it does not culminate into the title of the plaintiff over the suit plot. It is no disputed that the defendants have commenced the construction work upon the open space of the said layout as per the sanction of Government and fund provided by it. Since there is no existence of plot No.1 nor there is any legal sanctity to the so called sale deed of the plaintiff nor any possession of the said plot No.1 was delivered to him, question of his possession over the suit plot does not arise. Since the open space including the suit plot is legally handed over to the defendant and legally the ownership and



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possession of the defendant is legally reflected in the Government and revenue record, question of disturbing the possession of the plaintiff does not arise. Hence the entire contents of this para are denied in toto.

10. **As to para 10:** It is denied that defendant did not satisfy the plaintiff as to how defendant is claiming the suit property. It is denied that the plaintiff is in unrestricted and unfettered possession of the suit property on 29/09/2022 and he has paid assessment tax as alleged. The complaint of the plaintiff dated 23/01/2026 is matter of record. The suit of the plaintiff is untenable for want of statutory notice.

11. **As to para 11:** It is denied that the possession of the defendant over the suit property is unlawful and defendant played fraud upon the plaintiff & plaintiff has any legal rights to claim possession of the suit property. Hence contents of this para are denied in toto.

12. **As to para 12:** It is denied that the defendant is intending to dispose of the suit property as alleged. It is denied that plaintiff has any rights to identify the said land through the office of D.S.L.R. and then seek possession of the suit property. Consequently rest of the contents of this para are denied in toto.

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13. **As to para 13:** It is denied that there is any prima-facie case and balance of connivance in favor of plaintiff. There is no any



question of loss to the plaintiff. Hence the contents of this para are denied.

14. **As to para 14,15,16,17,18 & prayer clause:** The contents of these paras are procedural and formal hence call for no reply. The plaintiff is not entitled for any reliefs claimed in the prayer clause.

15. **As to para 1 to 10 & prayer clause of temporary injunction application:** The contents of these paras are the repetition of the plaint allegations which are suitably replied to in preceding paras, hence the same are denied. The plaintiff is no entitled for any relief claimed in this application.

16. That at the outset it is submitted that the instant suit and temporary injunction application of the plaintiff is untenable and bad in the eye of laws. The suit is bad for want of statutory notice. The suit of the plaintiff is bad for insufficient court fees. The suit of the plaintiff is under valued. Since the plaintiff himself has claimed possession of the suit property, question of grant of any injunction to him does not arise.

17. That without prejudice to what is stated above it is submitted that the plaintiff is guilty of suppression of material facts. The plaintiff has no title or possession over the suit property. As stated above the illegally obtained orders of non agricultural assessment passed by Tahsildar Saoner were set aside and cancelled by Tahsildar himself and the open space was duly mutated in the name of the defendant.



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18. That further it is submitted that Narayan Bale, Ashok Bale and others illegally sold the chunk of their agricultural land to various persons and these purchasers applied for regularization of their purchased plot to the defendants under the provisions of the Gunthewary Act. Each time Bale submitted layout of the plots in which the suit property was shown to be an open space. In the year 2019 said Bale tried to sell the open space which is vested with the defendant. Upon the complaint of local plot owners the defendant issued directions to Suresh Narayanrao Bale not to attempt to sell the land of open space and keep it intact for development by the defendant. Then on 07/03/2019 the Collector Nagpur released funds of Rs. 10,93,011/- for development of this open space in favor of the defendant, but owing to the pandemic of Covid+ further development work of the said open space including suit property could not be implemented. It appear that during covid period only the impugned order of NA assessment was passed by Tahsildar Saoner on 20/09/2021 and separate 7/12 extract of illegally laid down plots of open space were prepared and during that period only the sale deed in favor of plaintiff came to be executed illegally without any title of the vendor and wrongfully mutated in the name of plaintiff in municipal record. It is submitted that the vendor of the plaintiff had no title to transfer the suit property in favor of the plaintiff. The

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land of the open space including suit property belonged to the defendant alone.

19. That upon the knowledge of such illegal transfer the local residents including one Sunil Pandurang Dhoke & others again lodged complaint to various Govt. authorities including the Collector Nagpur. Taking cognizance, the Collector ordered all concerned to look into it. Thereafter the Tahsildar Saoner after due deliberations and directions of Collector Nagpur dated 11/04/2023 and permission of S.D.O. saoner for review of the orders of Tahsildar dated 20/09/2021, cancelled the said orders passed in Rev. Case no. 37/NAA-48/2021 under which plot no. 1 was purchased by the plaintiff. Not only that all the 7/12 extracts of plots laid down in the open space of the defendant was also cancelled.

20. That thereafter the defendant moved an application to Tahsildar Saoner for mutation of its name upon the open space of Survey no. 657,0656 & 658 of mouja Saoner ( pertaining to the suit plot) on 27/12/2023. The Tahsildar Saoner thereafter vude its order dated 12/03/2024 mutated the open space i.e the suit property in the name of the defendant in Revenue records. Now the open space including the suit property stands recorded in the name of the defendant.

21. That thereafter the Defendant passed a resolution on 29/04/2025 vide resolution no. 13 to undertake the work of development of the open space including suit plot which is



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owned, possessed and recorded in the name of the defendant in Govt. revenue and municipal records.

22. That thereafter the defendant obtained the Technical & Administrative sanctions from the Government on 23/06/2025 & 15/09/2025 respectively and commenced the development work on the open space including the suit plot. In pursuance of such sanctions and the funds allocated by the Govt. and municipal funds of about Rs. 38,47,456/- the defendant called for tenders of such development work by public notice. In response to such tenders the lowest bidder was selected to undertake the required work and accordingly work order was issued to him on 03/11/2025. Upon receipt of such work order the contractor immediately started the development work, It is submitted all these actions were undertaken by the defendant, revenue officers and municipal authorities openly, impartially with public notice to all including the plaintiff. since the plaintiff is no way concerned with the suit site he never challenged or objected to all these legal actions. The funds involved in such development fund are the public funds.

23. That thus it is clear that the plaintiff has come with totally false, illegal and imaginary claim against the defendant which is a public body. The plaintiff has no legal; title over the suit site nor he is in possession of the same. The plaintiff has no right to create obstacles and hindrances in the development work lawfully undertaken by the defendant.

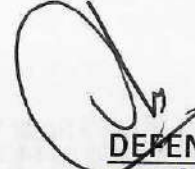
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24. That thus the suit and temporary injunction filed by the plaintiff against this defendant is devoid of any merits. More mischief is likely to be caused to the defendant, public at large and public money if the injunction as prayed by him is granted against the defendant. Under such circumstances the suit and the temporary injunction of the plaintiff is liable to be dismissed with cost and exemplary cost as the plaintiff has not come with the clean hands before this Hon'ble court in claiming equitable reliefs. Hence submitted.

Soner


Date : 07/02/2026

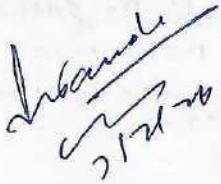
  
 DEFENDANT  
 मुख्याधिकारी  
 नगर परिषद, सावनेर

मिनाध्यापिका  
 नगर परिषद, सावनेर

VERIFICATION

Verified that the contents of the above written statement are true as per the office record and best of my knowledge. Hence signed and verified today on this 18<sup>th</sup> day of November 2025 at Saoner Tah Saoner Distt Nagpur.

  
 Defendant  
 मुख्याधिकारी  
 नगर परिषद, सावनेर

  
 2/2/26



AFFIDAVIT

I, Ms. Arshiya Juhi Ashfaque Mohammad, aged about 37 years, occu- Chief Officer, Municipal Council Saoner r/o Saoner, Tah. Saoner dist. - Nagpur, do hereby take oath and state on solemn affirmation that the contents of above composite written statementcum reply to the temporary injunction application from para 1 to 24 are drafted by my counsel as per my instructions and same are read over and explained to me in my vernacular. I admit the same to be true and correct. Hence signed and verified today on this 7<sup>th</sup> Day of February 2026 at Saoner Tah Saoner Distt Nagpur.

I know the deponent

Adv Shrikant Pande

श्री. श्रीकांत पंडे  
वकील, नगपुर



Deponent  
मुख्याधिकारी  
नगर परिषद, सावनेर

solemnly affirmed before me  
on this 07 day of 02/2026  
namely by Shri. Smt. Arshiya Juhi Ashfaque  
Chief Officer Saoner who Mohammad,  
is personally present before me  
by Advocate Shrikant Pande age 37 yrs.  
signature is herewith appended

07/02/26  
Asth Superintendent  
Civil Judge (Sr.Dn), Saoner  
4376 5088 7589

श्री. श्रीकांत पंडे

वकील, नगपुर