

Shailaja

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

REVIEW PETITION [STAMP] NO. 636 OF 2017

IN

WRIT PETITION NO. 13471 OF 2016

Shri Tanaji Shankar Gorad & Anr.] Petitioners

Vs.

Shrawan Krishna Landage & Ors.] Respondents

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Mr. B.A. Lawate, for petitioner.

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CORAM : R.G. KETKAR, J.

DATE : 20th JULY, 2017.

P.C.

Heard Mr. Lawate, learned Counsel for the petitioner.

2. By this Petition u/s 114 read with Order-XLVII of the Code of Civil Procedure, 1908, petitioners have sought review of the order dated 8th December, 2016 passed by this Court in Writ Petition No. 13471 of 2016. By that order, Petition instituted by defendants No. 8 and 9 challenging the judgment and order dated 7th November, 2016 passed by the learned Ad-hoc District Judge, Pandharpur in Misc. Civil Appeal No. 62 of 2012 was dismissed. While dismissing the Petition, submissions made on behalf of petitioners were recorded in paragraph 3. In paragraph 4, it was noted that recital of agreement of sale clearly shows that possession will be handed over at the time of execution of sale

deed. Reference was also made to the 7/12 extract of the suit land which clearly indicates that after death of defendant No.1, names of the plaintiff and defendants No.2 to 7 were entered into revenue record.

3. Mr. Lawate submitted that petitioners are in possession and defendants Nos. 2 to 7 have supported case of the petitioners. He further submitted that plaintiff is not residing in the Village where suit land is located and is residing in Mumbai and, therefore, he is not in possession. He also relied on photographs to indicate that petitioners are in possession.

4. It is not possible to accept any of the submissions of Mr. Lawate. In paragraph 4 of the order dated 8th December, 2016, it was noted that agreement of sale shows that being land of new tenure, permission of the competent authority was required to be obtained before executing the sale deed. A perusal of agreement of sale also shows that there is a recital in the agreement to the effect that possession will be handed over after execution of sale deed.

5. In view thereof, no case is made out for review of the order. While considering scope of review, Apex Court in case of **Kamlesh Verma Vs. Mayawati, AIR 2013 SC 3301** has observed thus :

“The jurisdiction and scope of review is not that of an appeal and it can be entertained only if there is an error apparent on the face of the record. An error which is not self-evident and has to be detected by a process of reasoning can hardly be said to be an error apparent on

the face of the record justifying the Court to exercise its power of review. A review is by no means an appeal in disguise whereby an erroneous decision is re-heard and corrected, but lies only for patent error. Error contemplated under the rule must be such which is apparent on the face of the record and not an error which has to be fished out and searched. It must be an error of inadvertence. The power of review can be exercised for correction of a mistake but not to substitute a view."

6. Applying the tests laid down by the Apex Court in the case of **Kamlesh Verma** (supra), I do not find that any ground is made out for seeking review of the order. Hence, Petition fails and the same is dismissed.

[R.G. KETKAR, J.]