

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE CIVIL JURISDICTION

**SECOND APPEAL NO.859 OF 2016
WITH
CIVIL APPLICATION NO.1699 OF 2016**

Sou. Anjana Amarsing Pawar ... Appellant
Versus

Shri Madhukar Ganpat Waghurilkar
deceased through L Rs.

1. Shasikala Madhukar Wagurlikar
And Others ... Respondents

Mr. Sanjiv Sawant a/w Mr. Sandeep Barve i/b B.K. Barve & Co., for the Appellant.

Mr. T.N. Sonawane for the Respondents.

CORAM : S.C. GUPTE, J.

DATE : 28 FEBRUARY 2017

P.C. :

Heard learned Counsel for the parties.

2 The second appeal is admitted on the following substantial question
of law :

Whether the Courts below were right in law in holding that the Revenue remark “unlawful transaction”, was not to be removed by the vendor, namely, the predecessor of the Respondents, in the face of clauses-2 and 11 of the agreement for sale dated 15 October 2007 ?

3 The printing of paper book is dispensed with. The Appellant shall, however, file a private paper book comprising papers and proceedings before the Courts below within a period of 12 weeks.

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4 Learned Counsel for the Applicant/Appellant prays for interim relief in terms of prayer clause (c) of the civil application. Since the controversy before the Court is, whether or not the agreement for sale executed in favour of the Applicant/Appellant (original Plaintiff) ought to be specifically performed and this Court has admitted the second appeal on a substantial question of law, pending the hearing and final disposal of the second appeal, the property needs to be protected. Accordingly, the civil application is allowed in terms of prayer clause (c).

(S.C. GUPTE, J.)