

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

SECOND APPEAL NO.288 OF 2016.

GHANANILA S/O SADHUJI NARANJE
VS
SAU. VANMLA W/O ARUNRAO LATURE AND ANR.

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Shri S. S. Ghatge, Advocate for the appellant.

CORAM : A.S. CHANDURKAR, J.
DATED : JUNE 20, 2017.

The appellant is the original plaintiff. It is his case that he and the defendant no.1 had jointly purchased an agricultural field. The defendant no.1 on 20-3-2009 got a sale deed executed in her name in respect of the plaintiff's share of land. Thereafter, the defendant no.1 entered into an agreement with the defendant no.2 on 25-3-2009 in respect of the same land. He therefore filed suit for declaration that the sale deed dated 20-3-2009 executed by defendant no.1 was not binding upon him to the extent of his share. He also challenged the agreement dated 25-3-2009 as not binding his share. According to the defendant no.1, an amount of Rs.1,10,000/- was received by the plaintiff after which the sale deed for the entire suit property came to be executed. As the plaintiff was demanding additional amount and this was not paid, the suit came to be filed. The trial Court on consideration of the evidence on record held that the plaintiff had failed to prove that the sale deed dated 20-3-2009 was not binding on him and that the agreement between the

defendant nos.1 and 2 was void *ab initio*. The trial Court, therefore, dismissed the suit. The appellate Court has confirmed these findings while dismissing the appeal.

Shri S. S. Ghate, learned Counsel for the appellant submitted that both the Courts were not justified in holding that the sale deed dated 20-3-2009 was valid. According to him, the said sale deed did not confer any title on the defendant no.1. He referred to the evidence on record to urge that the subsequent transaction between respondent no.1 and respondent no.2 was also illegal.

After perusing the impugned judgments it can be seen that on consideration of the entire evidence on record, it has been found that an amount of Rs.1,10,000/- was paid by respondent no.1 to the appellant after which sale deed dated 20-3-2009 (Exhibit-33) came to be executed by respondent no.1. This amount is other than the amount of Rs.2,50,000/- which the appellant has also received. There is no evidence to prove that the sale deed dated 20-3-2009 was got executed fraudulently. It has been further found that the Demand Draft was encashed by the appellant on 16-5-2009 which fact was suppressed and thereafter the suit came to be filed. I find that both the Courts have concurrently held on the basis of the evidence on record that the appellant had failed to prove his case. The findings recorded are purely findings of fact. Hence, the appeal does not give rise to any substantial question of law. The same is accordingly dismissed with no order as to costs.

JUDGE