

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**Review Application No.22 of 2017
In
Second Appeal No. 26 of 2016
With
CA No.3071 of 2018 in RA No.22 of 2017**

Rajendra s/o Kisanrao Patkar. .. **Applicant.**

Versus

Managing Director,
Maharashtra Rajya Vittiya Mahamandal
And Others. **.. Respondents.**

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Shri. V.D. Sapkal, Advocate, holding for Shri. G.K. Naik-Thigle, Advocate, for applicant.

Shri. S.B. Bhapkar, Advocate, for respondent Nos.1 to 3.

Shri. V.D. Hon, Senior Advocate, instructed by Shri. A.V. Hon, Advocate, for respondent No.4.

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Coram: T.V. NALAWADE, J.

Date: 8 MARCH 2018

ORDER:

1) The application is filed for review of the decision given by this Court in Second Appeal No.26 of 2016 on 9-6-2016. Both the sides are heard.

2) The review application is filed on the ground that provision of section 7 of the Contract Act and some record could have been considered for deciding the matter but they are not considered. With the application copy of one sale deed and 7/12 extracts are produced to show that the property was mortgaged with Maharashtra State Financial Corporation and it was never released by the Corporation. So, the Corporation had the authority to sell the property and that point is not at all considered. The suit was filed for specific performance of contract against the said Corporation by contending that there was enforceable agreement between the present applicant, plaintiff and the Corporation. So, this cannot be a ground for review.

3) The trial Court, the first appellate Court and this Court came to the conclusion that the plaintiff has failed to prove that enforceable agreement had come into existence. Learned counsel for the applicant submits that in view of section 7 of the Contract Act it was necessary for the Corporation to inform the decision to him and as that decision was not informed, we have to go with the

presumption that, the agreement had come into existence. This Court has considered the relevant conditions of the tender issued and only after that this Court came to the conclusion that no enforceable agreement had come into force. That point cannot be reopened in a review proceeding. This Court holds that the contentions made in the review application are out of the scope of review. So, the review application stands rejected. Civil Application No.3071/2018 stands disposed of.

Sd/-
(T.V. NALAWADE, J.)

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