

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

REVIEW PETITION (STAMP) NO. 3216 OF 2018

IN

WRIT PETITION NO. 886 OF 2003

Hatimbhai Mohamedali Chinwala & Ors.

]...Petitioners

versus

Amritlal Ranchhoddas Mehta & Ors.

]...Respondents

Mr. G.S. Godbole I/b Mr. Ms. Nikita Jacob for the petitioners

Mr. R.R. Sonawane, Advocate for the Respondent No.2

CORAM : M. S. SONAK, J.

DATE : 28 MARCH 2018

P.C.:-

1] Heard Mr. Godbole for the review petitioners and Mr. Rohan Sonawane for the Respondent No.2.

2] This review petition is instituted on the ground that the Advocate, who argued the matter in the first instance, was unable to point out that Deed of Conveyance dated 23.01.1962 had actually been

produced on record and the same was admitted in evidence before trial Court.

3] Mr. Godbole makes reference to the deposition of Tahirbhai Alibhai, in which, he stated to have produced the Deed of Conveyance dated 23.01.1962 and that such Deed was marked as Exhibit10. Mr. Godbole also points out that a certified copy of agreement for sale dated 23.05.1961 as a true copy of the list of the names annexed to such agreement was produced on record. Mr. Godbole submits that the name of the review petitioner (Chinwala) finds place in such list of tenants. Mr. Godbole submits that since the advocate, who previously argued the matter was unable to point out these facts, a case for review has been made out.

4] The specific case of the review petitioner was that the name of Chinwala was reflected in annexures to the Deed of Conveyance dated 23.01.1962. Now, even if we proceed on the basis that the Deed of Conveyance dated 23.1.1962, had in fact been produced in evidence, it is now, quite clear that there was no annexures to this Deed of Conveyance, in which, the name of Chinwala was stated as finding place. At this stage, reference to agreement for sale dated 23.05.1961 or some list, which was allegedly annexed to this agreement, is quite irrelevant. There is no clarity as to whether the list was at all annexed to the agreement. In any case, once a Deed of Conveyance is executed, there is no reason to fall back upon agreement. Admittedly, the Deed of Conveyance makes no reference to the tenancy of Chinwala. Therefore, even if the advocate, who

previously argued the matter were to have pointed out the portion of the deposition, now pointed out by Mr. Godbole, the same would have made no much difference to the order of which review is now applied for.

5] Further, from the perusal of the order of which review is now applied for, it is clear that the case of the review petitioner was considered even on the basis that the Deed of Conveyance dated 23.1.1962 was produced on record. This is clear from the discussion in paragraphs 22 to 29 of the order, of which review is applied for. From this, it is quite clear that the foundation of the order was not non-production of Deed of Conveyance dated 23.1.1962 but several other reasons as well, as reflected in the order. In such circumstances, it cannot be said that any grounds have been made out for the exercise of review jurisdiction.

6] Review petition is therefore, liable to be dismissed and is hereby dismissed. There shall be no order as to costs.

(M. S. SONAK, J.)

Tendulkar