

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

BENCH AT AURANGABAD

WRIT PETITION NO.13380 OF 2019

BALAJI NIVRUTTI PANCHAL

VERSUS

SANJAY GANESHRAO GUNDAWAR AND OTHERS

...

Advocate for Petitioner : Mr.N.G.Kale

Advocate for Respondent No.1 : Mr.P.S.Anerao

...

CORAM : RAVINDRA V. GHUGE, J.

DATE : 25th November, 2019.

PER COURT :-

1. The petitioner/original defendant No.2 is aggrieved by the order dated 05/10/2019 passed by the Trial Court in R.C.S.No.117/2013, by which, his application Exhibit-117 seeking leave to withdraw a statement made in the written statement, has been rejected.

2. I have heard the learned Advocates for the respective sides and I have perused the petition paper book with their assistance.

3. The issue is with regard to paragraph No.7 of the written statement filed by defendant Nos.2 to 4 on 21/12/2013. In paragraph No.7, it is conceded that some portion of paragraph No.8 of the plaint is true and correct. It is then stated that Anjanabai Panchal, her son Balaji and the widow of her deceased son Subhash, who is defendant No.3, executed an agreement to sell in favour of the plaintiff. The conditions set out in the said agreement from "A" to "E" are wrong. The plaintiff agreed to employ the son of defendant No.2 namely Mohan Panchal and the son of defendant Subhash Panchal, in a school and on these conditions, the agreement was signed. It is further stated that, the son of defendant No.3 was a minor and the plaintiff promised that after he becomes an adult, he would be granted employment and based on such assurance, the agreement to sell was executed.

4. In the above backdrop, defendant No.2 moved Exhibit-117 taking a stand that the statement "agreement to sell was executed", was a typographical

mistake. In my view, such typographical mistake can be considered after taking into account the other pleadings in the written statement. If the concerned defendant has consistently taken a particular stand, then the plea that, it was a typographical mistake, cannot be believed.

5. The petitioner submits that he is a rustic person and did not understand what the lawyer has written. Even this contention is unbelievable as the written statement is in Marathi and the verification below the written statement indicates that the contents were prepared purely on the instructions of the defendant.

6. In view of the above, the impugned order cannot be termed as being perverse or erroneous. The petition being devoid of merits, is therefore, dismissed.

(RAVINDRA V. GHUGE, J.)