

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**APPEAL FROM ORDER (STAMP) NO.776 OF 2019
WITH
CIVIL APPLICATION (STAMP) NO.777 OF 2019
IN
APPEAL FROM ORDER (STAMP) NO.776 OF 2019**

Miss. Rajlaxmi Bharat Sindgi and
Ors.

...Appellants

Versus

Mrs. Sumitra Narayan Pardeshi and
Ors.

...Respondents

.....

Mr. Anil S. Kalekar for the Appellants.
None for the Respondents.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED: 7th FEBRUARY, 2019.

P.C.:-

Heard the learned counsel for the Appellants. By this appeal, the Appellants have challenged the order dated 31st October, 2018 whereby the learned Civil Judge, Senior Division, Solapur, dismissed the application at Exhibit-5 in Special Civil Suit No.103 of 2016.

2. The Appellants herein had challenged the sale deed dated 30.12.2014 executed by the Respondent No.1 in favour of the Respondent Nos.2 to 4. The learned counsel for the Appellants

submits that the father of the Appellant No.1 and 2 had entered into a development agreement with the Respondent No.1 in respect of the property, which is an ancestral property. By virtue of the said agreement, the Respondent No.1 was required to develop the said property. He contends that the Respondent No.1 had no authority to sell the property.

3. The records indicate that the father of the Appellant Nos.1 and 2 had entered into a development agreement with the Respondent No.1 in the year on 27.7.2001. The said agreement had been registered and the Appellant No.3 was a consenting party to the said agreement. A Perusal of the said development agreement prima facie reveals that the father of the Appellant Nos.1 and 2 was the absolute owner of the said property. He had handed over possession of the suit property, to the Respondent No.1 for the purpose of development. A perusal of clause (e) of the said agreement clearly indicates that the Respondent No.1 was authorised to sell the said developed property and it is states that the father of the Appellant Nos.1 and 2 would not claim any amount from the sale proceeds of the said property. The Respondent No.1 has sold the property to the other Respondents on the basis of the said development agreement.

4. In the light of above, the Appeal has no merits. The order passed by the learned Trial Judge is neither perverse nor illegal. The appeal is accordingly dismissed.

5. In view of the above order, the civil application does not survive and hence stands disposed of accordingly.

6. It is made clear that above observations shall not be construed as expression on merits of the matter and the suit shall be decided on its own merits.

(SMT. ANUJA PRABHUDESSAI, J.)