

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO. 121 OF 2016

Shri. Chandu Arjun Kadam

.....Appellant
(Orig. Defendant)

V/s.

Sou. Meena Vilas Kadam
and anr.

....Respondents

* * * *

Mr. Milind R. Deshpande, Advocate for the appellant.

None for the respondents.

CORAM : SANDEEP K. SHINDE, J.

Friday, 29th March, 2019.

P.C. :

1. Heard learned Counsel for the appellant.
2. The appellant is the defendant against whom the decree of perpetual injunction has been drawn by the trial Court and confirmed in Civil Appeal No. 102 of 2013 by judgment and order dated 29th August, 2015. Against the

decree of the Appellate Court, the defendant has preferred this Appeal.

3. The record discloses that the appellant had executed a Development Agreement and General Power of Attorney in favour of M/s. Venkatesh Developers on 27th September, 2007 and put the said Developers in possession of the land bearing Survey No.224/1 admeasuring 2 Ares (hereinafter called "the suit property"). Thereafter, M/s. Venkatesh Developers by registered sale-deed dated 6th May, 2010 sold the suit property to the respondent, who is the plaintiff in the subject suit. The plaintiff was apprehending dispossession from the suit land at the hands of the defendant and therefore he instituted the suit for perpetual injunction against him in 2011.

4. It is the appellant-defendant's case that, one Vilas Kadave, Power of Attorney holder of M/s. Venkatesh Developers fraudulently got executed, the Development Agreement and General Power of Attorney from him in favour of M/s. Venkatesh Developers. He would further contend that, he had not received any consideration from

M/s. Venkatesh Developers.

4. Be that as it may, the Courts below have recorded finding that the defendant had received consideration of Rs.12,00,000/- by three cheques, particulars of which are stated in para-13 of the judgment of th Appellate Court.

5. The Courts below have predominantly recorded findings on facts which is consistent with the evidence on record. That even otherwise, M/s. Venkatesh Developers is not a party to the suit. Essentially, appeal is against findings of fact.

6. The Appeal does not give rise to any substantial question of law. The Appeal is dismissed.

(SANDEEP K. SHINDE, J)