

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

968 WRIT PETITION NO.10523 OF 2022

**BHAGWAN VINAYAK PATIL
VERSUS
RAMESH HARI BHAMBRE**

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Advocate for Petitioner : Mr. Mukul S. Kulkarni

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CORAM : SANDEEP V. MARNE, J.

DATE : 11-10-2022

PER COURT :

. By the present petition, the petitioner assails order dated 21.04.2022 passed by the IIInd Jt. Civil Judge, Senior Division, Dhule on application below Exh.59. By that order, the trial Court has directed the petitioner – defendant to file original agreement to sale executed between the plaintiff and the defendant on 23.03.2009.

2. Mr. Kulkarni, the learned counsel for the petitioner has taken me through the contents of the plaint in support of his contention that the suit is for injunction simplicitor premised on the plaintiff's pleading that possession of the land was obtained by him in the year 2013. Inviting my attention to the written statement, Mr. Kulkarni would contend that execution of the agreement dated

23.03.2009 is not disputed by the defendant. He would submit that the plaintiff has not claimed any relief based on the agreement dated 23.03.2009. He would therefore contend that direction issued to the petitioner to produce the original agreement to sale dated 23.03.2009 is completely erroneous.

3. I have gone through the order passed by the trial Court on 21.04.2022. The finding has been recorded that the petitioner / defendant is claiming possession over the suit property on the basis of the agreement to sale dated 23.03.2009. In my opinion therefore the trial Court has correctly directed the petitioner – defendant to file the original agreement to sale in the proceedings.

4. I therefore find that the petition being devoid of any merits is liable to be dismissed and the same is dismissed without any order as to the costs.

(SANDEEP V. MARNE, J.)

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