

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

SECOND APPEAL NO. 229/2022

Smt. Jijabai Giridhar Fulzele

Vs.

Sau. Chandraprabha Sanjay Kamble

Office Notes, Office Memoranda of Coram,
appearances, Court's orders or directions
and Registrar's orders

Court's or Judge's orders

Shri Madhur Deo Advocate for appellant

CORAM : SMT. M.S. JAWALKAR, J.

DATE : 18/08/2022

The present second appeal is filed being aggrieved by the judgment and decree dated 14/01/2022, passed by learned District Judge – 1, Chandrapur in Regular Civil Appeal No. 111/2014. The present appellant is original defendant. Plaintiff filed suit for specific performance of contract and possession against the defendant. The defendant owned and possessed field bearing Survey No. 110 area admeasuring 0.85 H.R.

2. The plaintiff entered into an agreement with the defendant for sell of the said property. The said agreement is executed on 07/12/2006. Total consideration was fixed as Rs.95,000/-. Rs.5,000/- paid on 07/12/2006 and remaining balance amount of Rs.90,000/- was to be paid on 30/06/2007 i.e. at the time of execution of sale-deed.

On 29/06/2007, plaintiff and defendant entered into an agreement for extension of time to execute the sale-deed. Accordingly time was extended till 30/12/2007.

3. On 05/12/2007, plaintiff issued legal notice to the defendant to remain present to execute sale-deed on 28/12/2007 at the Registrar's office. The plaintiff was presented himself on 28/12/2007 at Registrar's office along with Demand Draft of Rs.90,000/-.

4. Both the Courts below recorded concurrent findings about readiness and willingness of the plaintiff and dismissed the suit as well as appeal. Both the Courts below recorded findings that the defendant executed an agreement to sale in favour of the plaintiff on 07/12/2006.

5. In view thereof, there is no substantial question of law arise in this matter. Accordingly, the second appeal stands dismissed.

(SMT. M.S. JAWALKAR, J.)

Jayashree..