

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

**SECOND APPEAL NO.246 OF 2019
WITH
CIVIL APPLICATION NO.1397 OF 2018
IN
SECOND APPEAL NO.246 OF 2019**

Ramchandra Vishnu Sable and Ors. ...Appellants
vs.
Narayan Shankarrao Game Patil and Ors. ...Respondents

Mr. Ajinkya Mohan Udane, Advocate for the Appellants.
Mr. Rajaram V. Bansode, Advocate for the Respondent No.1.
Mr. H.J. Dedhia, APP for State.

**CORAM : S. M. MODAK, J.
DATE : 3rd JANUARY 2024**

P. C. :-

1. Heard learned Advocate Shri Udane for the Appellants/Defendants and learned Advocate Mr. Bansode for the Respondent No.1/Plaintiff.
2. The Plaintiff is the prospective purchaser as per the agreement for sale whereas, the Defendants are the owners. Part consideration was paid. The Defendants have not executed the sale deed, instead of that they have executed the sale deed in favour of mother of Plaintiff. The execution of sale deed is not under dispute. What is under dispute is whether this sale deed was executed with the consent of the Plaintiff or independently. One issue to that effect is also framed by the trial Court.
3. On this background, the suit for refund of consideration at an

enhanced rate was decreed and this decree was confirmed by the first Appellate Court. It is true that I have heard both the sides while dealing with the assignment of Second Appeal. As per the order of the Hon'ble the Chief Justice, this Second Appeal is assigned to me. Both the learned Advocates apprised me again about the dispute.

4. Mr. Udane, learned Advocate also submitted that in fact his clients are ready for settlement. The amount awarded by the trial Court is also deposited, yet the Plaintiff has not withdrawn that amount. As per the submissions, it seems that apart from the main dispute, now the dispute also pertains to the rate of interest.

5. Let both the parties to remain present on the next date.

6. Stand over to **11th January 2024 at 2.30 pm** for “**Direction**”.

[S. M. MODAK, J.]