



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

**SECOND APPEAL NO. 603 OF 2022
WITH
CIVIL APPLICATION NO. 93 OF 2022**

Haribhau Thaku Randive

..Appellant/Applicant.

v/s.

Chandrashekar Namdev Wajge

..Respondent

Mr. Surel Shah with Pramod Kathane i/b. Milind Ingole for the
Appellant/Applicant.

Mr. Vilas Tapkir for the Respondent.

**CORAM : ANUJA PRABHUDESSAI, J.
DATED : 16th OCTOBER, 2023 .**

P.C.

1. The appellant herein challenges concurrent findings of the Courts below in Regular Civil Suit No. 260 of 2001 (Old RCS No.1272 of 1995) passed by the CJJD, Junnar and in Civil Appeal No.251 of 2014 passed by the District Judge-I Khed.

2. The respondent herein had filed a suit for specific performance of agreement dated 22.7.1991. It is the case of the respondent that by the said agreement, the appellant – defendant had agreed to sell to him land admeasuring 1 Hectare 24 Ares from Gat No. 171/2 of Village Hivale, Taluka Junnar, District Pune for sale consideration of Rs.95,000/-. It

was the case of the respondent-plaintiff that pursuant to the said agreement, he had paid to the appellant part sale consideration of Rs.93,000/- The balance amount of Rs.2000/- was to be paid at the time of execution of the sale deed. Since the appellant-defendant avoided execution of the sale deed, the respondent-plaintiff filed a suit for specific performance of agreement dated 14.01.1991.

3. The appellant-defendant claimed that by agreement dated 14.01.1991 he had agreed to sell to the respondent herein land admeasuring 4 Acres from Survey No.171/2 for sale consideration of Rs.1,25,000/-. It is stated that the respondent obtained his signature on plain paper and prepared a false agreement of sale dated 22.07.1991 in collusion with the bond writer. The appellant further claimed that the respondent had obtained unlawful possession of the suit property. The appellant claimed that the respondent is not entitled for decree of specific performance.

4. Heard learned Counsel for the appellant, and learned Counsel for the respondent. I have perused the records and considered the submissions advanced by the learned Counsel for the respective parties.

5. The appellant has not disputed having executed the agreement dated 22.7.1991, which was duly registered before the Sub Registrar,

Narayangaon. Though the appellant has claimed that the document was executed by fraud, no particulars of fraud have been pleaded. Out of total sale consideration of Rs.95,000/- the appellant had received sale consideration of Rs.93,000/-. Moreover, the appellant had also put the respondent in possession of the property. It is contended that the respondent did not disclose execution of previous agreement dated 14.1.1991 and hence he is not entitled for equitable relief for suppression of material facts. Disclosure or suppression of the said fact viz. Execution of agreement dated 14.01.2019 would not result in a different decision. The facts which were allegedly suppressed were not material and relevant to decide the controversy between the parties. Consequently, non-disclosure of such fact would not disentitle the respondent to equitable relief.

6. No substantial question of law is involved. Appeal is dismissed. Civil application stands disposed in view of dismissal of the appeal.

(ANUJA PRABHUDESSAI, J.)