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SECOND APPEAL NO.204 OF 2018
WITH
CIVIL APPLICATION NO.405 OF 2019
IN
SECOND APPEAL NO.204 OF 2018

Mr. V.B. Rajure, Advocate for the Appellant/Applicant.

CORAM : MADHAV J. JAMDAR, J.
DATED : 30th JANUARY 2023

P.C. :

1. Heard Mr. Rajure, learned counsel appearing for the Appellant.

Mr. Rajure submits that following substantial question of law is involved in the Second Appeal:-

“Whether the finding of the learned Trial Court and the learned First Appellate Court that the suit agreement is surrounded by suspicious circumstances is in accordance with evidence on record?”

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2. Perusal of the judgment of the learned Trial Court and the learned First Appellate Court show that concurrent finding is recorded that the suit agreement is surrounded by suspicious circumstances.

3. The Appellant/plaintiff is the tenant of the suit premises and is in occupation of the suit premises. It is the case of the Respondent – defendant that for the purpose of obtaining electricity connection, signature of the defendant was taken on blank paper and the same was used for fabricating the suit agreement.

4. The learned Trial Court as well as the learned First Appellate Court, have after analysing the evidence on record, considered the aspects that before 10 years, the police case was filed by the defendant i.e. the plaintiff for causing nuisance. The Courts took into consideration aspect that the stamp paper shows that the stamp paper was obtained on 6th April 1996 whereas the agreement is alleged to have been executed on 24th July 1995. The said anomaly has not been explained by the Appellant/plaintiff.

5. It is further found that the entire agreement is written on various stamp papers i.e. 4 different stamp papers of denomination of Rs.5/-. It is further found that signatures of the parties are taken in

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different ink on the backside of the last stamp paper. The Courts have found that the signatures of both the parties are taken on both the pages in other documents. The Courts have recorded the finding that writing is in different ink and the signatures are also in different ink. The Courts have also found that there is no evidence to show that consideration has been actually paid.

6. Therefore, for the above reasons and other circumstances, both the Courts have concurrently found that the suit agreement is surrounded by suspicious circumstances. There is nothing to show that the findings arrived at by the learned Trial Court as well as the learned First Appellate Court are not in accordance with the evidence on record. Therefore, there is no substance in the Second Appeal. The same is dismissed however, with no order as to costs.

[MADHAV J. JAMDAR, J.]