

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

WRIT PETITION NO. 10473 OF 2024

**VASANT
ANANDRAO
IDHOL**

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Date: 2024.07.26
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Vinod Gokul Sarde And Anr.

...Petitioner

Versus

Annasaheb Alias Maruti Ramkisan Patil And Ors.

...Respondents

Mr. Ajay A. Joshi, for the Petitioner.

Mr. J. P. Patil, A.G.P for the Respondent – State.

CORAM : AVINASH G. GHAROTE, J.

DATE : 26th JULY 2024

P.C.:

1. Heard Mr. Ajay A. Joshi, the learned counsel for the petitioner. The petition questions the branding of loan transaction of Sale Deed dated 17.05.2004 (page 17), executed by the respondent No.1 in favour of the petitioner, which was in respect of Survey No.200, admeasuring 0.40-R in pursuance to which mutation was already effected in the name of the petitioner, who was in cultivating possession of the same from the date of Sale Deed. The learned counsel for the petitioner submits, that there is no finding by the Authorities below to the effect that in respect of the Sale Deed 17.05.2004, the respondent No.1 remained in

possession. Since 2004, till 2014. There is no objection raised by respondent No.1, to the aforesaid transaction, which is now being dubbed as money lending transaction, with interest at 3% p.a. till repayment. It is contended that there is also no averment, that from 2004 till 2014 any payment has been made to the petitioner on account of interest and no receipt therefor has been placed on record. It is contended that the impugned orders do not consider this position, while branding the transaction as that of money lending and therefore, directing delivery of possession.

3. Issue notice for final disposal, returnable on 19.08.2024, The learned AGP waives notice for respondent Nos.2 and 3. The petitioner to serve the respondent No.1 by all modes permissible in law.

4. Till the returnable date, by way of an *ad-interim* order, there shall be stay in terms of prayer clause (B).

(AVINASH G. GHAROTE, J.)