

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO. 109 OF 2024

Rajendra Dattatray Mohite ... Appellant

Versus

Mahadev Dhule Pujari ... Respondent

.....

Mr. Ajay Joshi i/b. Mr. Nitin B. Patil for Appellant.

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CORAM : SANDEEP V. MARNE, J.
DATED : 12th MARCH 2024

P.C. :-

1. Heard Mr. Joshi, learned counsel for the Appellant.
2. Second Appeal No. 109 of 2024 is admitted on following substantial questions of law:

(i) Once the execution of Agreement for Sale is proved, is it necessary for the Plaintiff to prove by leading separate evidence that the earnest money reflected in the agreement is actually paid to the Defendant ?

(ii) Whether a suit for specific performance of an Agreement can be dismissed only on account of failure on the part of the Plaintiff to prove the payment of part consideration though such payment is reflected in the agreement?

(iii) Once the defence of the Defendant that Plaintiff had obtained signatures of Defendant on blank paper was disproved and once the execution of the agreement is proved, whether the Trial Court ought to have decreed the suit for specific performance?

4. Printing dispensed with.
5. Appellant to file private paper-book within one year.

(SANDEEP V. MARNE, J.)