



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**908 CIVIL APPLICATION NO. 5719 OF 2025
IN RAST/14635/2025
WITH
RAST/14635/2025 IN SECOND APPEAL NO.612 OF 2023**

**Pappu Yakub Khan
VERSUS
Iqbal Hamid Khan**

...

Advocate for Applicant : Mr. Kale Ajeet B.

CORAM : S. G. CHAPALGAONKAR, J.

Dated : July 22, 2025

ORDER :-

CA No.5719/2025 in RAST 14635/2025 :-

1. Heard Mr. Kale, learned advocate appearing for the applicant.

2. For the reasons as stated in the application, civil application is allowed in terms of prayer clause “B” and disposed of.

RAST/14635/2025 IN SECOND APPEAL NO.612 OF 2023 :-

1. Mr. Kale, learned advocate appearing for the applicant submits that applicant/plaintiff had filed a suit for specific performance of contract along-with alternate prayer for refund of consideration amount. However, while rejecting his prayer

for specific performance of contract, his prayer for refund of consideration amount was not touched by Courts. Even this Court has not deliberated on it while rejecting second appeal, which needs to be reviewed.

2. Perusal of the findings recorded by all Courts including this Court in second appeal shows that very agreement of sale Exhibit-62 has been discarded for the reasons recorded in the order. So far as payment of Rs.1,60,000/- by plaintiff to defendant is concerned, this court considered admission of PW 2 i.e. brother of plaintiff, who had entered into witness box. However, he candidly admitted that no amount was paid in his presence. As such, this court on appreciation of the evidence has affirmed finding of the trial court and appellate court that there is no cogent evidence as to passing of consideration amount. In that eventuality, there was no reason to consider the relief for refund of consideration amount. Except this, no other ground pressed into service for review of order passed in Second Appeal.

3. In result, there is no merit in review application. Review application stands **rejected**.

(S. G. CHAPALGAONKAR, J.)