

VRJ

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

WRIT PETITION NO.3393 OF 2025

VAIBHAV
RAMESH
JADHAV
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Amol Vijay Suryawanshi ... Petitioner
V/s.
Sarjerao Dinkar Jadhav
Since Deceased Through L.R.'s & Ors. ... Respondents

Mr. Vishal M. Dhamal for the petitioner.

CORAM : S. G. CHAPALGAONKAR, J.

DATED : NOVEMBER 10, 2025

P.C.:

1. Present writ petition takes exception to order dated 21st October 2024, passed below Exhibit 202, as well as order dated 29th November 2024 passed below Exhibit 203 in Special Civil Suit No.82 of 2006.

2. Petitioner is original plaintiff in Special Civil Suit No.82 of 2006. The suit is filed for specific performance of contract based on alleged agreement to sell dated 12th January 2005. Plaintiff tendered document dated 12th January 2005 in evidence. However, same was not given an exhibit. Therefore, plaintiff filed an application below Exhibit 202 praying for exhibiting the

documents enlisted with Exhibit 69, i.e., receipt dated 22nd June 2005, registered notice dated 31st May 2006, and agreement to sell dated 12th January 2005.

3. Learned Trial Court, after considering rival contentions, partly allowed the application and directed to exhibit notice dated 31st May 2006 and receipt dated 22nd June 2005. However, rejected prayer to exhibit agreement to sell dated 12th January 2005. Perusal of document depicts that it is a notarized document which contain a clause about delivery of possession of suit property. However, necessary stamp duty is not paid, in terms of the provisions of Maharashtra Stamp Act, 1958. Learned Trial Court has rightly observed that in view of Section 34, the document cannot be admitted in evidence. Therefore, there is no fault in impugned order dated 21st October 2024, passed below Exhibit 202.

4. So far as application below Exhibit 203 is concerned, petitioner-plaintiff had sought for referring the said document to the handwriting expert along with acknowledgment receipt of defendant No.1. Learned Trial Court observed that deceased-defendant No.1 filed written statement wherein he took stand that

his signature on the agreement has been obtained by fraud and deception. Apparently, there is no dispute as to signature on document.

5. In that view of the matter, learned Trial Court rightly observed that there is no necessity to refer document to handwriting expert as claimed.

6. In that view of the matter, no fault can be found in impugned order dated 29th November 2024, passed below Exhibit 203.

7. In result, writ petition sans merit, hence dismissed.

(S. G. CHAPALGAONKAR, J.)