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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO. 24 OF 1991**

Gulamnabi Ibrahim Mulla

Since deceased through heirs and legal
representatives:-

1A. Umerabegum Gulamnabi Mulla

Age : 68 years

1B. Yusuf Gulamnabi Mulla

Age : 46 years

1C. Rafuq Gulamnabi Mulla

Aged : 44 years,

All r/o. Bldg No. 23, Room No. 4231,B-
Wing, 3rd Floor, Tilak Nagar, Chembur,
Mumbai-400 089

... Appellants
(Original Defendant
no. 1 heirs)

Versus

1. Babu Naga Teli

since deceased through legal heirs
and representatives

1(a) Kasturabai Baburao Teli

since deceased through legal heirs
and representatives.

1(a)(1) Panchappa Baburao Teli

1(a)(2) Chandrakant Baburao Teli

- 1(a)(3) Vithal Baburao Teli
Nos. 1(a)(1) to 1(a)(3) residing at A/P.
Village Shirval,
Tal. Akkalkot, Dist. Solapur
- 1(b) Panchappa Baburao Teli
Aged : 35 years
- 1(c) Chandrakant Baburao Teli
since deceased through Legal Heirs
and representatives.
- 1(c)(1) Ambubai Chandrakant Teli
- 1(c)(2) Shantappa Chandrakant Teli
Both residents of Village Shirval
Tal. Akkalkot, Dist.Solapur
- 1(c)(3) Sou. Savita Rameshwar Thale
R/o. Katisavargar, Tal. Tulzapurkar
Dist. Osmanabad
- 1(c)(4) Sou. Kavita Shanu Naik
R/o. Vadgaon, Tal. Lohara
Dist. Osmanabad
- 1(d) Vitthal Baburao Teli
Aged : 21 years
All Indian inhabitants and legal heirs
and representatives of the deceased
Respondent No. 1 Shri Babu Nega
Teli, residing at Village Shirveli, Tal.
Akkalkot, Dist. Sholapur

- | | | |
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| 2. | Bhimasha Nagappa Murge
R/o. Village Shirval
Tal. Akkalkot, Dist. Solapur | ... Respondents
(Respondent No. 1
Original Plaintiff and
Respondent No. 2,
Original Defendant
no.2.) |
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Mr. Valmiky Narvekar i/b. Mohammad S. Mulla for the Appellants.

Mr. Yogesh Birajdar i/b. Mr.S. D. Dharmadhikari for Respondent Nos. 1 and 2.

CORAM : GAURI GODSE, J.

RESERVED ON: 30th JANUARY 2025

PRONOUNCED ON: 9th JUNE 2025

JUDGMENT:

1. This appeal is preferred by defendant no. 1 to challenge the concurrent judgments and decrees in a suit filed by respondent no. 1 for reconveyance of the suit land. The trial court held the plaintiff entitled to reconveyance and possession of the suit land from defendant no.1. The first appeal preferred by defendant no. 1 in the district court is dismissed, and the trial court's decree is confirmed. Hence, this second appeal by defendant no.1.

2. By order dated 4th March 1991 the second appeal was admitted on the question of law framed in ground no. xi(a).

However, on perusal of the appeal memo, no such ground is numbered as xi(a). Hence, after hearing both parties, the following substantial questions of law were framed by order dated 28th November 2024 :

- (i) Whether the plaintiff is entitled to a decree of reconveyance based on the document dated 13th April 1967 which is an unregistered document ?
- (ii) Whether the registered document dated 13th April 1967 is a document of outright sale in favour of the defendant no. 1?
- (iii) Whether the document dated 13th April 1967 relied upon by the plaintiff be termed as a document of mortgage entitling the plaintiff to seek reconveyance from defendant no.1 ?
- (iv) Whether the grounds raised on behalf of the appellants can be considered as a ground for remand by exercising powers under Rule 23A of Order XLI of CPC?

Facts in brief :

3. Respondent no. 1 is the original owner of the suit land who filed suit for reconveyance. The plaintiff contended that he was in

need of money and therefore he obtained a loan from defendant no. 2 on 6th May 1966 by mortgaging the suit land. According to the plaintiff, it was agreed that within five years, the plaintiff would return the loan amount of Rs.1000/- and defendant no. 2 would reconvey the suit land. Thereafter, the plaintiff was again in need of money, hence he demanded an amount of Rs . 2000/- from defendant no.2. Defendant no.2 was not in a position to provide an additional amount. Hence, defendant no. 1 who was a friend of plaintiff and defendant no. 2, agreed to give a loan amount of Rs.3000/- to the plaintiff. Hence, according to the plaintiff they agreed to execute a sale deed in favour of defendant no. 1 with a condition that within twelve years the plaintiff would repay the amount of Rs.3000/- and thereafter defendant no. 1 would reconvey the suit land to the plaintiff. Accordingly, two documents dated 13th April 1967 were executed between the plaintiff and defendant no.1. The plaintiff contended that when he demanded reconveyance, defendant no. 1 refused. Hence, the plaintiff issued notice on 13th March 1979 calling upon defendant no.1 to reconvey the suit land. However, defendant no. 1 refused to reconvey, hence, the plaintiff filed a suit for reconveyance of the suit land.

4. Defendant no.1 filed a written statement and denied the claim. He denied all the transactions between the parties as pleaded by the plaintiff. Defendant no.1 contended that he purchased the suit land from defendant no.2 and thus the plaintiff had no locus to seek any reconveyance from defendant no.1. Defendant no. 2 filed his written statement and supported the plaintiff's claim. The trial court accepted the plaintiff's contention and decreed the suit for reconveyance and possession. The trial court accepted the execution of the agreement dated 13th April 1967 between defendant no. 1 and the plaintiff. The plaintiff's claim of repayment of Rs.3000/- to defendant no. 1 in terms of a document dated 13th April 1967 was disbelieved by the trial court. However, the trial court held that the plaintiff was ready and willing to perform his part of the agreement for reconveyance. Hence, the plaintiff was entitled to reliefs claimed in the suit. The trial court thus held that in view of the plaintiff's entitlement to reconveyance, he was also entitled to possession of the suit land.

5. Defendant No. 1 challenged the trial court's decree on the ground that he was the absolute owner of the suit land based on the sale deed executed by Defendant No. 2. The first appellate court

dismissed the appeal and confirmed the trial court's decree. Hence, this appeal by defendant no. 1.

Submissions on behalf of the Appellants

6. Appellants are heirs and legal representatives of deceased defendant no.1. Learned counsel for the appellants submitted that the reconveyance decree was passed based on an unregistered document of 13th April 1967. He submitted that by registered document dated 13th April 1967, the suit land is transferred by way of outright sale in favour of defendant no.1. Hence, the plaintiff would not be entitled to any reconveyance based on an unregistered document.

7. Learned counsel for the appellants further submitted that the plaintiff sold the suit land to defendant no. 2 on 6th May 1966, and according to the plaintiff, it was a sale on condition of reconveyance. However, the plaintiff received a further amount of Rs.3000/- from defendant no. 1 and thereafter a registered document was executed by defendant no. 2 in favour of defendant no.1. According to the plaintiff, the unregistered document between the plaintiff and defendant no. 1, which was executed on 13th April 1967, the plaintiff was under an obligation to repay the amount of

Rs.3000/- within twelve years. However, the plaintiff failed to repay the amount within the agreed time.

8. Learned counsel for the appellants submitted that the document relied upon by the plaintiff seeking reconveyance was a document which was compulsorily registrable under Section 17 of The Registration Act, 1908 ("Registration Act"). Hence, the unregistered document relied upon by the plaintiff was not admissible in evidence as it would fall under clause (b) of Section 17, read with clause (c). He submitted that in view of Section 50 of the Registration Act, a registered document would prevail over an unregistered document. He therefore submitted that the first question of law framed on the admissibility of the unregistered document relied upon by the plaintiff must be answered in favour of defendant no.1.

9. Learned counsel for the appellants further submitted that by the document dated 6th May 1966 the plaintiff transferred his right, title and interest in favour of defendant no.2. Hence, the plaintiff was not entitled to execute the agreement dated 13th April 1967 as the plaintiff had no subsisting right, title and interest in the suit land. Learned counsel for the appellants thus submitted that in view of

the subsequent registered document dated 13th April 1967 executed by defendant no.2 in favour of defendant no. 1, the right title and interest in respect of the suit land stood absolutely transferred in favour of defendant no.1. He submits that the registered document executed between the plaintiff and defendant no. 2 did not provide for any terms about any mortgage as claimed by the plaintiff. He thus submits that once the plaintiff transferred his right, title and interest in favour of defendant no. 2, the plaintiff was not entitled to seek a prayer for reconveyance of the suit land.

10. Learned counsel for the appellants thus submitted that a subsequent unregistered document relied upon by the plaintiff cannot be termed as document of mortgage that would entitle the plaintiff to seek reconveyance from defendant no.1. Learned counsel for the appellants thus submitted that the first three questions of law must be answered in favour of the appellants i.e. heirs and legal representatives of defendant no.1.

11. Learned counsel for the appellants submitted that there was no instruction pursis filed on behalf of defendant no.1. Hence, defendant no. 1 had no opportunity to lead evidence. However, in the grounds of appeal filed in the first appeal, defendant no. 1

raised specific grounds to support his submissions that he should have been given the opportunity to lead evidence. The grounds regarding his inability to lead evidence was supported by medical certificate and supporting affidavit produced before the first appellate court. Learned counsel for the appellants, therefore, submitted that the first appellate court ought to have considered the specific grounds supported by an affidavit explaining the inability of defendant no. 1 to lead evidence. Hence, considering the grounds raised before the first appellate court, the learned district Judge ought to have remanded the matter to the trial court to give an opportunity to defendant no. 1 to lead evidence. He thus submitted that the grounds raised in the first appeal with the supporting affidavit warranted exercise of the powers under Rule 23-A of Order XLI of the Civil Procedure Code, 1908 ("CPC"). Hence, according to the learned counsel for the appellants even the fourth question of law must be answered in favour of the plaintiff and the decree should be set aside by remanding the matter to the trial court to permit the appellants to lead evidence.

12. According to the learned counsel for the appellants, the plaintiff has pleaded his right of reconveyance based on an unregistered document of 13th April 1967 by interpreting it as a

document of conditional sale. Therefore, in view of Section 49 of the Registration Act, the document would be compulsorily registrable. Hence, according to the learned counsel for the appellants, in view of section 50, the registered document dated 13th April 1967 executed in favour of defendant no. 1 would prevail over the unregistered document relied upon by the plaintiff.

13. To support his submissions, learned counsel for the appellants relied upon the decisions of the Hon'ble Apex Court in the case of *Sanjay Sharma vs. Kotak Mahindra Bank Ltd and Others*¹ and *Madhavan (Dead) through Lrs and Another vs. Kanakavally*². He submitted that the Hon'ble Apex Court, *Sanjay Sharma* held that a registered document would prevail over an unregistered document, and thus, a party claiming rights based on an unregistered document would not be entitled to any relief. He further submitted that in the decision of *Madhavan*, the Hon'ble Apex Court held that a decree for reconveyance cannot be granted in a suit for specific performance.

14. Learned counsel for the appellants submitted that the registered document dated 13th April 1967 was a document of sale

1 SLP © No.330 of 2017

2 Civil Appeal No. 1392 of 2011

in favour of defendant no. 1 as contemplated under Section 54 of the Transfer of Property Act, 1882. Hence, learned counsel for the appellants submitted that in view of the legal principles settled by the Hon'ble Apex Court in the case of ***Sanjay Sharma***, the right, title and interest in respect of the suit land would stand transferred as an absolute owner in favour of defendant no.1.

15. By relying upon the decision in the case of ***Madhavan***, learned counsel for the appellants submitted that in a suit filed for seeking specific performance of an unregistered document, a party cannot be granted the decree of reconveyance. He submits that the plaintiff's claim was not based on any validly executed registered document for seeking a decree of reconveyance. Hence, according to the learned counsel for the appellants, the legal principles settled by the Hon'ble Apex Court in both the decisions squarely apply to the facts of the present case in favour of the appellants.

16. To support his submissions regarding defendant no.1's entitlement to lead evidence by remanding the matter back to the trial court, learned counsel for the appellants relied upon ground no. 4 raised in the first appeal memo before the district court. He submits that the supporting affidavit was filed by defendant no. 1 at

Exhibit-8 in the first appeal. He referred to the observations by the first appellate court in paragraph 11 of the judgment. He submits that the reasons recorded by the first appellate court in disbelieving the grounds raised by the defendant no. 1 are erroneous, and the first appellate court failed to properly appreciate the contents of the supporting affidavit filed at Exhibit-8. Hence, according to the learned counsel for the appellants, this was a fit case to exercise powers under Order XLI Rule 23-A of the CPC and remand the matter to the trial court and permit the appellants to lead evidence.

Submissions on behalf of the respondents

17. Learned counsel for the respondents supported the impugned judgments and decrees. According to the learned counsel for the respondents, the document dated 13th April 1967 produced at Exhibit -60 was not a compulsorily registrable document as it was a non-testamentary document. To support his submissions, learned counsel for the respondents relied upon the decision of the Rajasthan High Court in the case of *Bhikkilal and Others vs. Smt. Shanti Devi and Others*³. Learned counsel for the respondents submitted that, as held by the Rajasthan High Court, a non-testamentary document in respect of immovable property would not

3 2008 SCC OnLine Raj 23

be compulsorily registrable. The issue regarding whether a non-testamentary document is compulsorily registrable or not would depend upon the terms and conditions of the document, and no hard and fast rule can be applied. He submitted that the Rajasthan High Court held that the crucial test in every case would therefore be the nature of the document itself and if a document does not create a right, title or interest in the present or in the future it would be a compulsorily registrable document under Section 17(1)(b) of the Registration Act. Hence, according to the learned counsel for the respondents, the document dated 13th April 1967 relied upon by the plaintiff would not create any right, title or interest and thus would not be compulsorily registrable. Learned counsel for the respondents, therefore, submitted that the first question of law to be answered in favour of the plaintiff.

18. Learned counsel for the plaintiff submitted that the copy of the document relied upon by the learned counsel for the appellants at Exhibit-60 is a different document. Learned counsel for the respondents points out the original document produced in the trial at Exhibit-60. He submitted that the entire argument made on behalf of the appellants by relying upon the document shown at Exhibit-60

as annexed to the additional compilation is not the correct document that was marked as Exhibit-60 in the trial court.

19. Learned counsel for the respondents submitted that the document relied upon by the plaintiff was impounded and was subsequently stamped as per orders passed by the trial court. Hence, the document relied upon by the plaintiff for reconveyance of the suit land was the document which was impounded and stamped and marked as Exhibit-60. Thus, according to the learned counsel for the respondents, the document at Exhibit-60 does not create any right; therefore, registration of the said document was not necessary.

20. Learned counsel for the respondents further submitted that defendant no. 1 had positively signed two documents; one was a registered sale deed in favour of defendant no. 1 and another was an unregistered document by which defendant no. 1 agreed to reconvey the suit property to plaintiff, if he paid the amount of Rs. 3000/- within three years. Hence, based on the document dated 13th April 1967 produced at Exhibit-60, the plaintiff would be entitled to seek a decree of reconveyance. Hence, the second and third questions of law must be answered in favour of the plaintiff.

21. With reference to the arguments based on Order XLI Rule 23-A of the CPC, learned counsel for the respondents submitted that the first appellate court appreciated the reasons pleaded by defendant no. 1 for not leading any evidence. The first appellate court has correctly appreciated the contents of the affidavit and disbelieved the contention raised by defendant no. 1. He therefore submitted that in view of the findings recorded in paragraph 11 of the impugned judgment passed by the first appellate court, there is no reason to remand the matter to the trial court to permit the appellants to lead evidence. Learned counsel for the respondents therefore submitted that the legal principles settled by the Hon'ble Apex Court in both the decisions relied upon by the appellants would not be of any assistance in the facts of this case.

22. Learned counsel for the respondents submitted that the plaintiff is not denying defendant no. 1's title. However, the plaintiff is seeking a decree of reconveyance based on the document produced at Exhibit-60. Hence, the legal principles settled by the Hon'ble Apex Court in both the decisions relied upon learned counsel for the appellants would not apply in the facts of the present case. Hence, learned counsel for the respondents submitted that all

the questions of law must be answered in favour of the respondents, i.e. the plaintiff.

Analysis and Conclusions :

23. I have considered the submissions made on behalf of both parties. I have perused the papers of the second appeal and the original record and proceedings. A perusal of the compilation of additional documents filed on behalf of the appellants refers to a document dated 13th April 1967, which, according to the learned counsel for the appellants, was marked as Exhibit-60. The document relied upon by the learned counsel for the appellants is annexed at page 55 of the additional compilation filed on behalf of the appellants.

24. I have perused the record and proceedings. Learned counsel for the respondents is right in submitting that the document relied upon by the learned counsel for the appellants as Exhibit-60 is not the correct copy of the document which is marked as Exhibit-60 in the trial court. Thus, all the arguments raised on behalf of the appellants were based on a document which was never relied upon by the plaintiff as a document entitling him to seek a decree for reconveyance.

25. I have perused the original document admitted in evidence and marked Exhibit- 60 in the trial court. A perusal of the document at Exhibit-60 indicates that it is executed by defendant no.1 in favour of the plaintiff. The said document was impounded by orders of the court, and the plaintiff had paid the amount of stamp duty. The document at Exhibit 60 did not create any right by itself in favour of the plaintiff. However, in view of the terms of the agreement, defendant no. 1 had agreed to reconvey the property to the plaintiff if the plaintiff paid the amount of consideration, i.e. Rs. 3000/-, to defendant no. 1 within twelve years. Hence, the document at Exhibit 60 would not require any registration. The document itself did not create any right, title or interest in favour of the plaintiff. However, it recorded a term agreed between the plaintiff and defendant no. 1 for transferring the suit land in favour of the plaintiff. Hence, the document would not be compulsorily registrable as contemplated under Section 17 of the Registration Act.

26. The document at Exhibit 60 is not denied by defendant no.1. The terms and conditions of the agreement between the plaintiff and defendant no. 1 are not denied by defendant no.1. However, defendant no.1 claims absolute right, title and interest in the suit

land based on the registered sale deed executed by defendant no. 2 in favour of defendant no.1. There is no dispute that by the registered sale deed dated 6th May 1966 (Exhibit-53) the plaintiff transferred the right, title and interest in respect of the suit land to defendant no. 2. Defendant no. 1 claims right in respect of the suit land based on the registered document executed by defendant no. 2 in favour of defendant no.1. Thus, the document at Exhibit-60 is an independent document executed between defendant no.1 and the plaintiff wherein defendant no. 1 agreed to transfer the suit land in favour of the plaintiff, in the event the plaintiff paid an amount of Rs.3000/- to defendant no. 1 within twelve years from the date of execution of the document.

27. A perusal of the terms and conditions of the document at Exhibit 60 would not amount to any agreement between the parties creating any mortgage in respect of the suit land. The document at Exhibit 60 is a document recording the terms and conditions agreed between the plaintiff and defendant no.1, agreeing to convey the property to the plaintiff. The word 'reconveyance' used by the parties, in the document at Exhibit 60 is with reference to the original ownership of the plaintiff and defendant no. 1 agreed to transfer the property to the plaintiff, if he paid the amount within

twelve years. The agreement is not a mortgage document. The plaintiff does not dispute the defendant's title based on the sale deed executed by defendant no. 2 in his favour.

28. Thus, once the document at Exhibit 60 is accepted as an agreement under which the defendant no.1 agreed to convey the property to the plaintiff if an amount of Rs.3000/- was paid by the plaintiff to defendant no. 1, I see no reason why the plaintiff would not be entitled to seek a decree for conveyance by defendant no. 1. Possibly because the plaintiff is the original owner of the suit land the word 'reconveyance' is used in the agreement. Notice dated 13th March 1979 produced at Exhibit-47 indicates that the amount of Rs.3000/- was offered to defendant no.1. Hence. In view of the terms and conditions recorded in Exhibit 60, the plaintiff would be entitled to seek a decree directing defendant no. 1 to convey the property in his favour. The terms and conditions of the document at Exhibit 60, indicate that it is an agreement between the plaintiff and defendant no. 1 wherein defendant no. 1 agreed to convey the property to the plaintiff if he paid the amount as agreed. Thus, in view of the nature of the document at Exhibit 60, the same would not fall under any of the clauses as contemplated under Section 17 of the Registration Act. Hence, the document would not be

compulsorily registrable. Thus, the first three questions of law are answered accordingly.

29. To examine the grounds raised in support of the fourth question of law, I have perused the affidavit at Exhibit-8 filed on behalf of defendant no.1 in the district court. The first appellate court has in detail discussed the contents of the affidavit at Exhibit-8. The argument was raised on behalf of defendant no. 1 before the district court that, as defendant no.1 was residing at Mumbai, he was unable to remain present at the time of the hearing in the trial court. Hence, defendant no. 1 would be entitled to lead evidence. However, in the affidavit at Exhibit-8, defendant no.1. contended that he was residing outside the jurisdiction of the court, and he was not aware of the date of the hearing. His reasons stated in the affidavit at Exhibit-8 were his illness, which prevented him from appearing in the trial court and contesting the suit. The contents of Exhibit-8 further refer to advice given to him, which prevented him from attending the trial court. Thus, the grounds argued on behalf of the appellants were found to be inconsistent with the contents of the affidavit. The first appellate court held that the affidavit further indicated that defendant no.1's mother expired

at the time of the hearing and therefore he was unable to attend the hearing and the suit proceeded ex-parte. Thus, in view of the variance in the pleadings and supporting evidence by way of Exhibit-8, the first appellate court disbelieved the ground raised on behalf of defendant no.1 for his absence in the trial court.

30. The first appellate court, therefore, accepted the contentions raised on behalf of the plaintiff that defendant no. 1 had raised false grounds to stall the execution of the trial court's decree, as defendant no. 1 was in possession of the suit land. Thus, the first appellate court held that the negligence on the part of defendant no. 1 was seen in not remaining present and proceeding with the suit. The first appellate court held that the suit filed in 1980 was decreed in 1987. The appellate court further held that no attempt was made on behalf of defendant no. 1 in the trial court for setting aside the order passed against defendant no.1. Hence, after a gap of ten years the right created in favour of the plaintiff cannot be defeated by remanding the matter back to the trial court to permit defendant no. 1 to lead evidence. Thus, after considering the pleadings and evidence on record, the first appellate court refused to exercise powers under Order XLI Rule 23-A of the CPC.

31. I do not find any illegality or perversity in the reasons recorded by the first appellate court. The first appellate court, being the last fact-finding court, has examined the entire evidence on record and confirmed the trial court's findings. In the absence of any sufficient and justifiable ground for remaining absent in the trial court, no fault can be found in the reasons recorded by the first appellate court to refuse to set aside the ex-parte order against defendant no.1. Even otherwise except for filing affidavit at Exhibit-8, defendant no. 1 failed to file any application challenging the order passed by the trial court to proceed with the suit ex-parte against defendant no. 1.

32. In the decision of *Madhavan*, the Hon'ble Apex court held that when a prayer for specific performance of agreement for sale or an agreement to execute a reconveyance is made in a suit and when the plaintiff seeks execution of the sale deed from the defendant, it is implicit that the plaintiff has to accept the title of the defendant. In the facts of the case before the Hon'ble Apex court the plaintiff had disputed defendant's title. Hence, the Hon'ble Apex court held that there was no occasion for the plaintiff to seek specific performance compelling the defendant to execute reconveyance as even according to the plaintiff the defendant had no right, title and interest

in the suit property. In the present case plaintiff has not denied defendant no. 1's title. The plaintiff in the present case seeks specific performance of the agreement at Exhibit 60 on the ground that, as agreed between the parties the plaintiff had paid the amount to defendant no. 1 and thus was entitled to seek reconveyance from defendant no.1. As already recorded in the above paragraphs the word "reconveyance" used by the parties is with reference to the plaintiff's original title to the suit property.

33. The decision of the Hon'ble Apex court in the case of ***Sanjay Sharma*** is with reference to the claim of auction purchaser. Hence, the legal principles settled by the Hon'ble Apex court in the said decision on Section 54 of the Transfer of Property Act, 1882 would not be of any assistance to the arguments made on behalf of the appellants. Thus, in view of the different facts of the present case, the decisions relied upon by the learned counsel for the respondents are of no assistance to the arguments raised on behalf of the appellants. Hence, I see no reason to exercise powers under Order XLI Rule 23-A and remand the matter back to the trial court. In the absence of any justifiable reasons, the order of the trial court

directing the suit to proceed ex parte cannot be set aside at this stage. Hence, the fourth question of law is answered accordingly.

34. Thus, for the reasons recorded above, no interference is called for in the impugned judgments and decrees. Hence, the second appeal is dismissed.

[GAURI GODSE, J.]

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RAJESHWARI
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