IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
SECOND APPEAL NO.430 OF 2023
WITH
INTERIM APPLICATION NO.13474 OF 2023

Raghunath Dagdu Mali,
Age 46 years, Occ. Agriculturist,
And Industrialist, R/o Maptemala,
Atpadi, Dist. Sangli ..Appellant
(Orig. Plaintiff)

Versus

1. Shivaji Bhagwan Patil,
Age 46 years, Occ. Business

2. Tanaji Bhagwan Patil,
Age 41 years, Occ. Business

3. Smt Shevantabai Bhagwan Patil
Age 65 years, Occ. Household work
All R/o.Pujarwadi, Tal. Atpadi, Dist. Sangli. ..Respondents
(Orig. Defendants)

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Mr. S. G. Deshmukh i/by Mr. Abhijeet J. Kandarkar, Advocate for Appellant.
Mr. Prathmesh Bhargude a/w Ms. Tanvi Tapkire, Advocate fo Respondents.

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CORAM : S. G. CHAPALGAONKAR, J.
DATED : 08th DECEMBER, 2025.

JUDGMENT:-

1. The appellant/original plaintiff impugns judgment and decree dated 23.06.2023 passed by District Judge, Sangli in Regular Civil Appeal No.465/2012, thereby upholding judgment and decree dated 21.09.2004 passed by Civil Judge Senior Division, Sangli in Special Civil Suit No.48/2002.

2. Brief facts giving rise to present Second Appeal are as under:

The plaintiff contends that suit properties i.e. agriculture lands, which are part and parcel of Gut Nos.300, 307 and 308 situated at Maptemala, Taluka Atpadi, District Sangli, particularly mentioned in plaint paragraph nos.1A, 1B and 1C are his ancestral properties. He has constructed factory building over 20R area out of Gut No.300. He had obtained certain loans from financial institutions. He commissioned machinery and mortgaged land and machinery to Banks. The defendant nos.1 and 2 are money lenders. The plaintiff used to obtain loan from them @ 10% interest per month. He returned amount by issuing cheques. On 03.03.1999, defendants alongwith their companions took plaintiff to Atpadi and obtained signature under pretext of balance loan and interest payable by him. By exercising coercion, defendants obtained impugned sale deed. According to plaintiff, it was not necessary for him to sale out property. The valuation of suit property is shown @ Rs.4,00,000/- in sale deed, although it was valued to Rs.32,00,000/-. The sale deed is without consideration. As such, it is invalid. According to plaintiff, he continued in possession of suit property including factory premises. The defendants started obstructing his possession. Hence, it is necessary to restrain them by granting decree of perpetual injunction.

The defendants refuted plaintiff's claim denying allegations regarding coercion or misrepresentation. According to them, sale deed is executed on 03.03.1999. However, till 28.02.2002, plaintiff never raised any complaint as regards to transaction. It is their contention that plaintiff misrepresented banks about proposed industry and income therefrom. It was a project on paper. At the time of transaction parties were aware about bank charge over suit land. The sale deed was executed by parties with due understanding. The defendants have paid Rs.16,180/- towards bank loans, in addition to consideration amount paid to plaintiff. The defendants denied that they are engaged in money lending business, but pleaded that they had advanced hand loan of Rs.7,00,000/- to plaintiff without interest owing to good relations. Plaintiff failed to repay amount. Although plaintiff had issued two cheques, those were not presented on his instruction. The transaction of hand loan was independent of sale transaction. Plaintiff made after thought complaint to police, where it was mutually agreed that defendants would accept lump-sum amount of Rs.11,00,000/- and reconvey suit property to plaintiff and his brother. On 18th August 2022 agreement was reduced into writing in form of joint statement and signed in presence of witnesses and Dy.S.P. however, plaintiff failed to abide by same. The defendants raised counter claim for recovery of Rs.4,00,000/- from plaintiff.

3. The Trial Court framed issues, recorded evidence of parties and finally concluded that plaintiff failed to prove that sale deed dated 03.03.1999 was executed under coercion or threat. The Trial Court has also held that plaintiff is not entitled for declaration or relief as sought

against sale deed. Eventually, Trial Court dismissed suit. Aggrieved plaintiff filed Regular Civil Appeal No.465/2012 before District Judge, who dismissed Appeal upholding judgment and decree of Trial Court. Hence, this Second Appeal.

4. Mr. Deshmukh, learned Advocate appearing for appellant would submit that both Courts have failed to appreciate pleading, evidence and material on record in its proper perspective. There is voluminous evidence on record, which suggests that plaintiff was never intending to sale suit property. The circumstances brought on record depicts that sale deed was not voluntarily or with free-will. The Trial Court misplaced reliance on Section 58 of Registration Act to presume parting of consideration. In absence of specific endorsement by Registering Officer as to payment of consideration before him, such presumption is not available. Mr. Deshmukh, would pin point following circumstances to contend that sale deed was not executed voluntarily:

(i) The valuation of suit property was Rs.32,00,000/-, but consideration shown under sale deed is Rs.4,00,000/-.

(ii) The contents of sale deed are not proved by examining scribe.

(iii) The charge of various financial institutions was recorded against suit property, but sale deed states that property is free from encumbrances.

(iv) Although there was construction of factory building covering area of about 20R, sale deed refers to open land only. The description of suit property is not correct.

(v) The joint statement dated 18.08.2000 recorded before police suggests intention of parties.

(vi) The sale transaction was effected with intention to extract money from plaintiff.

(vii) The sale deed was executed without obtaining consent from Bank having charge of loan over property.

5. Per contra, Mr. Prathmesh Bhargude, learned Advocate appearing for respondents would submit that plaintiff endavour to make out a case of coercion, but plaint sans pleading under Order VI Rule 4 of Code of Civil Procedure. He would submit that in absence of specific pleading and concrete evidence, case of fraud, undue influence or coercion cannot be accepted. The general allegations are insufficient to make out case of coercion. He would further submit that Section 48 of Maharashtra Co-operative Societies Act would not render transaction invalid only because land was sold with encumbrances of Co-operative Societies. He would submit that both Courts upon appreciation of pleading and evidence on record, reached to finding of fact that sale transaction was genuine and voluntary.

6. Having considered submissions advanced by learned Advocates appearing for respective parties and after going through reasoning

adopted by Courts below, it can be observed that precisely plaintiff seeks to challenge validity of sale deed dated 03.03.1999 executed by him in favour of defendants, on allegation of coercion exerted against him. Order VI Rule 4 of Code of Civil Procedure requires that when party pleads fraud, misrepresentation or undue influence, he must provide specific particulars in pleading including dates and items, which are necessary. The purpose of this Rule is to prevent party from being ambushed at trial by allegations of improper conduct. The particulars must include specific items related to allegations to make out coercion or fraud, as case may be. In absence of specific pleading, party would be precluded from leading evidence on this aspect.

7. In present case, reading of plaint would depict that in paragraph no.5 it has been pleaded that on 03.03.1999, defendants alongwith their companions, took plaintiff in their Jeep to Atpadi. They threatened him and obtained signature on sale deed, which was already prepared. Plaintiff further pleads that Sub Registrar joined hands with defendants and registered illegal sale deed. According to him, sale deed was without consideration. The plaintiff pleads that immediately he approached police and filed complaint. Eventually, on 18.08.2000, police had called defendants for enquiry. The police authorities without registering offence, recorded statements of plaintiff and defendant no.1 depicting that plaintiff has agreed to

pay Rs.11,00,000/- to defendants to get reconveyance of land in his favour.

8. Perusal of sale deed suggests that it has been duly registered and bears signatures of plaintiff, witnesses, and Sub Registrar. It appears that, during course of evidence, plaintiff has exaggerated his case. Pertinently, he admitted his signature on sale deed. The defendants relied upon evidence of DW-5/Sona Hegade, who acted as witness. He testified that he accompanied plaintiff to purchase bond paper. The plaintiff passed requisite information to Bond Writer, who scribed contents of sale deed as per say of plaintiff and then plaintiff put his signature in presence of witnesses. The another witness Bhaskar Chavan had also signed on sale deed. Undisputedly, there is endorsement of Sub Registrar made under Section 60 of Registration Act. Except oral evidence of plaintiff as to coercion, he could not bring on record any other material.

9. The Trial Court has rightly relied upon observations of Supreme Court in case of ***Bishundeo Narain and Another Vs. Seogeni Rai and Another***[1], wherein it is emphasized that pleading must be set forth full particulars of coercion and there cannot be dep1arture from them in evidence. The general allegations are insufficient to make out case of fraud/coercion. The Trial Court has rightly observed that plaintiff failed to plead about time and place where he was subjected to

1 **1951 SCC 447.**

coercion for signing sale deed. Particularly, sale deed is registered on 03.03.1999, plaintiff never raised grievance against defendants or Registrar about transaction prior to approaching police on 19.07.2000.

10. Although plaintiff seeks to contend that valuation of property was much more than stated in sale deed, nothing is brought on record to substantiate this contention. Even otherwise, only because valuation under sale deed is less than market value, would not be ground to hold that transaction was result of coercion. Normally, If person obtains sale deed by exerting coercion, he would tend to take care that valuation in sale deed is shown as per market rate.

11. Next contention of plaintiff is that although there was charge of financial institutions, sale deed records that property is without encumbrances. It is difficult to hold that this contention would take forward case of plaintiff to prove allegations of coercion. The defendants have specifically stated that both parties were aware about such encumbrances and they purchased property with understanding in that regard. Section 48 of Co-operative Societies Act merely suggests that transfer of property would not vitiate charge and Society can recover dues of borrowers unfettered by transfer.

12. Mr. Deshmukh, learned Advocate appearing for appellant is right in contending that presumption under Section 58 of Registration Act may not apply in present case. However, even ignoring presumption

arising from Section 58, plaintiff could not make out case of coercion. The Appellate Court also appreciated evidence laid by parties in great detail and concurred with finding recorded by Trial Court. It can be observed that when plaintiff wants transaction to be declared as invalid on ground of coercion, he has to first establish theory of coercion by necessary pleading and supporting evidence. He cannot rely upon peripheral circumstances like deficiencies of certain particulars in sale deed or valuation of property.

13. The coercion is an independent fact. Section 15 of Indian Contract Act talks about coercion as vitiating element for contract. The coercion can be defined as coercing someone to sign agreement by using force, threat. In short, it relates to unwilling consent of parties to contract. If contract is governed by coercion, agreement can be canceled. However, in present case, particulars of coercion are missing. Even subsequent conduct of plaintiff does not support his case. His silence for very long period after execution of document, weakens his theory of coercion. In case of coercion, there must be evidence of physical force or intimidation. The plaintiff could have immediately reacted to situation, he could have given full particulars thereof in plaint. Record shows that firstly he approached police after 16 months of sale deed.

13. It is not discernible from concurrent finding of Courts that there exists any perversity or failure to consider material piece of evidence or

relevant provision of law. No substantial question of law arises for consideration in this Second Appeal. Hence, Appeal stands dismissed.

14. In view of dismissal of Second Appeal, pending Interim Application also stands disposed of.

(S. G. CHAPALGAONKAR)
JUDGE

1. The learned counsel appearing for Appellant after dismissal of Second Appeal seeks to continue interim protection that was granted during pendency of Petition.

2. The perusal of order granting interim protection would show that in fact this court had specifically observed that Respondent is in possession of suit property. As such, no interim protection was granted.

3. In that view of the matter, the prayer cannot be considered.

(S. G. CHAPALGAONKAR)
JUDGE